

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA
1000 COLLEGE BOULEVARD
PENSACOLA, FL 32504-8998

RFP 6 – 2012-2013

Request for Proposals (RFP) for Food Service for the Milton Campus and South Santa Rosa Center

February 15, 2013

To: Potential Participants

Pensacola State College (hereinafter referred to as the College) is soliciting responses to a Request for Proposals (RFP) for Food Service for the Milton Campus and South Santa Rosa Center.

Carefully review this Request for Proposals, it provides specific information necessary to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return submittals in a sealed box/envelope. Proposals, consisting of one original and five copies shall be hand delivered and will be accepted until 2:00 p.m. local time on March 13, 2013 at the office of Cassie Boatwright, Director of Purchasing and Auxiliary Services, Pensacola State College, Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Submissions must be clearly marked with name of firm and RFP 6 – 2012-2013**

Late or incomplete responses will not be accepted.

Respondents are fully responsible for obtaining the complete solicitation, Addenda (if applicable), Notices of Public Meetings and other information by visiting our web site:
http://www.pensacolastate.edu/purchasing/current_solicitations.asp

Official notice of final selection results will be by electronic posting at referenced site. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. shall constitute a waiver of proceedings under Chapter 120, F.S. Pensacola State College reserves the right to waive any informality in selection process when such waiver is in the best interest of the College and to reject any or all Statement of Qualifications.

The name of the vendor and other information may be disclosed at a public proposal opening. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful contractor shall understand that portions (potentially all) of their submittal (including any final contracts) will become public record after its acceptance by The District Board of Trustees of Pensacola State College.

If you have any questions, email me at cboatwright@pensacolastate.edu.

Cassie Boatwright
Director, Purchasing and Auxiliary Services

I. **GENERAL CONDITIONS**

1. **PROPOSALS:** The College reserves the right to reject any or all proposals and waive any or all formalities. To ensure consideration of your proposal, please follow these instructions. Proposals not in compliance with conditions specified herein are subject to rejection.
2. **PROPOSAL EVALUATION:** An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **March 21, 2013** at **10:00 a.m. local time**, in the Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Evaluation tabulations and award recommendations will be posted in the Purchasing Department, Pensacola State College and online at http://www.pensacolastate.edu/purchasing/current_tabulations.asp.
3. **FACSIMILE BIDS:** Due to the requirement of sealed RFP responses, facsimile proposals will not be acceptable as valid responses.
4. **DETERMINING FACTORS:** Services, costs, specifications and capability to provide these services and equipment will be determining factors in the awarding the Contract.
5. **QUESTIONS REGARDING RFP:** Pensacola State College has made every effort to provide the information needed to appropriately respond to this RFP. Pensacola State College realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this RFP shall reference RFP 6-2012/2013 and be directed in writing to:

Pensacola State College
Cassie Boatwright, Director
Purchasing and Auxiliary Services
1000 College Blvd
Pensacola, FL 32504

Questions may also be submitted by e-mail cboatwright@pensacolastate.edu or faxed to the attention of the Purchasing Director at (850) 484-1839.

All such written requests must be received no later than **3:00 p.m. local time, Wednesday, March 5, 2013**. Responses to all requests for more information will be included in any addenda and will be made available by **March 8, 2013**. Any requests for information received after the **March 5, 2013** deadline will not receive a response. Responses will not be made orally.

No interpretation shall be considered binding unless provided in writing by Pensacola State College in response to requests in full compliance with this provision. Each proposer shall thoroughly examine and be familiar with the RFP. The failure or omission of any proposer to receive or examine these documents shall in no way relieve any bidder of obligations with respect to this RFP or the subsequent contract or purchase order.

6. **DISCUSSIONS:** Informal communication shall cease on the date of issuance of this RFP and formal communications shall commence until awarded. The proposer must not discuss RFP information, except for clarification requested by the College Purchasing Director, prior to the posting of the

results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in **REJECTION** of the said proposal.

7. **ADDENDA:** All addenda issued shall become part of the RFP Documents, and receipt thereof must be acknowledged in writing with the proposal. The College accepts no responsibility for inaccurate proposals due to missed information contained in any addendum. Each proposer should ensure that they have received all addenda and amendments before submitting their proposal. Please check http://www.pensacolastate.edu/purchasing/current_solicitations.asp for any addenda.
8. **LATE SUBMISSION:** It is the Proposer's responsibility to make certain that his/her proposal is in the hands of the Purchasing Director prior to the opening time at the specified location. Pensacola State College accepts no responsibility for late or misdirected mail deliveries. Late proposals will not be considered.
9. **CONFLICT OF INTEREST:** The award there under is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of Pensacola State College. Further, all proposers must disclose the name of any Pensacola State College employee who owns directly or indirectly, an interest in the proposer's firm or any of its branches.
10. **CLARIFICATION:** The College reserves the right to request clarification of information submitted and to request additional information of proposer, if needed.
11. **CONSIDERATION OF PROPOSALS:** **As its best interest may require and at its sole discretion, Pensacola State College reserves the right to make award(s) by the individual service, group of services, all or none, or any combination thereof; to reject any and all proposals or waive any minor irregularity, technicality or element deemed immaterial by the College, at its sole discretion, in the Proposals received.** The College reserves the right but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the College. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive to all requirements, submission requirements, general conditions and special conditions of this RFP. The College shall not be responsible for any cost or expense incurred by the Proposer in preparing or submitting a proposal or any cost prior to the execution of the contract agreement.
12. **PUBLIC RECORDS:** Any material submitted in response to this RFP will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials which the Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07(3) Florida Statutes.
13. **REASONABLE ACCOMMODATIONS:** Any person(s) requiring reasonable accommodations, in accordance with the provision of the American with Disabilities Act, for attendance RFP activities, will contact the Office of the Director of Purchasing at least seventy-two (72) hours in advance of the scheduled activity.

14. **NOTICE OF PROTEST BONDING REQUIREMENT:** In accordance with Section 287.042(2) (c), Florida Statutes, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) (b), Florida Statutes, shall post at the time of filing the formal written protest, a bond payable to the College in an amount equal to 1 percent of the total estimated contract amount. The bond shall be conditioned upon the payment of all costs which may be adjudged against him or her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the college prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check, official bank check, or money order shall be returned to him or her. If the person protesting the award prevails, he or she shall recover from the College all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. Failure to comply with the law shall constitute a waiver of protest.

A. Protest to the Solicitation. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation.

B. Protest to a Solicitation Amendment. Any notice of intent to protest or formal written protest to any amendment issued by the College must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

C. Protest of a Decision to Award or Notice of Intent to Recommend an Award. Any person who is adversely affected by the College's decision or intended decision shall file a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. Any notice of protest or formal written protest to the award or intended award which is filed before the proposal tabulation posting is null and void. To be considered a notice of intent to protest and a formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

15. **PUBLIC ENTITY CRIME:** In accordance with FS 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Your signature on the bid sheet certifies that your firm has not committed any public entity crime as specified.

16. **TAXES:** Sales to Pensacola State College are exempt from state sales tax. State sales tax certificate of exemption number 85-8012557294C-2 will be issued upon request.
17. In accordance with 119.071, Florida Statutes, submittals will only be acknowledged in the public solicitation closing, no submittals will be opened and no pricing will be announced. Submittals are exempt from public records laws until such time as the agency provides notice of an intended decision or 30 days after the closing. In compliance with the statutes, the University will not open submittals publicly but will retain a recording of the opening and will post the decision as soon as available.

RFP AWARD SCHEDULE

RFP Mail-out/posting	February 12, 2013
Mandatory Pre-proposal Conference, Milton Campus	Thursday, February 28, 2013 at 10:00 a.m. Library Building 4100, Room 4103
Mandatory Pre-proposal Conference, South Santa Rosa Center	Thursday, February 28, 2013 at 1:00 p.m. Room 5184
Last Date to Receive written questions	Tuesday, March 5, 2013 by 4:00 p.m.
Last Date to Respond to written questions	Friday, March 8, 2013
Proposal Response Deadline & Opening	Wednesday, March 13, 2013 by 2:00 p.m. Bldg. 7, Room 736 (Administration Building)
Committee Members Evaluations	Friday, March 15, 2013 – Wednesday, March 20, 2013
Evaluation Committee Meeting	Thursday, March 21, 2013 at 10:00 a.m. Bldg. 7, Room 736 (Administration Building)
Posting of Intent of Award	On or about March 22, 2013

OVERVIEW

A. Overview

The Pensacola State College request proposals to provide food service for its Milton Campus and South Santa Rosa Center. Mobile food concession trucks and trailers will be considered as well as premade and packaged food sold within a mutually agreed area within a college facility.

The College is seeking a creative approach and will look carefully at each proposal to ascertain the Proposer that most clearly understands this unique situation and that has responded with creative solutions that improve the operation and financial stability of the College's food service. Proposers should propose operations and financial terms and conditions that reflect a win-win situation for both the College and the Proposer.

B. Term of Contract

It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. If it is deemed to be in its best interest, the College has the option, not the obligation, to renew the contract. The renewal (second five year period) shall be on a yearly basis of not more than five (5) one (1) year terms, predicated on satisfactory performance by the successful proposer during the initial term. The renewal terms will be renegotiated in good faith, taking into account valuable considerations, including, but not limited to, commission and guaranteed commission. The negotiation may take place during the last 12 months of this contract or during any 1-year extension of the contract, but not less than six months prior to the contract expiration. The College has the option to discontinue the negotiation activities at any time without penalties. This contract may be canceled anytime by either party subject to ninety (90) day written notice.

NOTE: The effective start date of the contract resulting from this RFP will be as mutually agreed upon. The anticipated start date is the summer semester 2013.

PROPOSAL CONTENT

A. Proposal Format

This section prescribes the format in which the proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Proposals should be limited to a page size of **eight and one-half by eleven inches (8.5" x 11")**. Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab A, Transmittal Letter with Executive Summary”), such that the evaluation Committee can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the College to evaluate the proposal.

B. Mandatory Submittal Requirements

The following terms, conditions, or requirements must be met by the proposer to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet responsiveness requirements will not be further reviewed. Note: All rejected proposals will not be returned but retained at the Purchasing Department.

Note: It is Mandatory the Proposers shall submit one (1) original hardcopy, five (5) additional copies and one (1) Compact Disc (CD) or flash drive in PDF format of the complete proposal, with all supporting documentation in a sealed envelope/container marked with the Proposer’s name, return address, RFP number, title, due date and time.

Each proposer must submit a cover letter identifying the proposing entity and the name of the proposed business. The letter should include a statement that explains why, including number of years of experience, the proposer is qualified to provide, operate, manage, and market the proposed coffee shop, and why the proposer would be the best selection. An authorized representative of the proposing entity must sign the cover letter.

D. Required Submittal Information

Tab A – Cover Letter with Executive Summary: The proposal shall include a Cover Letter with Executive Summary (narrative) of the proposer’s method of delivering the required services in compliance with the minimum requirements and Scope of Service outlined in the RFP. The narrative shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer’s understanding of, and intent to comply with, the requirements set forth in the RFP. The

The proposer shall also include the following:

1. Information indicating whether the proposer intends to utilize subcontractors and if so, the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized (for other than direct service delivery) shall be submitted with the proposal document. Use of subcontractors must be in accordance with this proposal.
2. A Statement disclosing the name of any officer, director, employee or other agent who is an employee of the College or a member of College’s District Board of Trustees who owns, directly or indirectly, an interest in the proposer or its affiliates, including parent corporations. If no, a statement to that effect, as applicable, shall be provided.

3. The proposer shall provide for both the successful proposer and successful proposer's personnel, copies of any and all documents regarding complaints filed (civil, criminal and/or regulatory), investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past ten (10) years.

Transmittal Letter with Executive Summary shall be signed by a representative of the proposer authorized to bind the corporate. **(Weight: 5 points)**

Tab B - Describe the proposed food service setup: Include a list of all proposed internal and external equipment. List any options that could be considered. Include printed product and equipment information if available. **(Weight: 5 points)**

Tab C - Experience: The purpose of this requirement is to determine the level of experience and qualifications. Proposers will be evaluated on a comparative basis. State your total years of experience in provided the services requested in this RFP. Include how many customers are served at each location weekly. Submit official inspection reports for the past year. Provide the name, address and current telephone number of 3 people who can verify your experience, qualifications, and capabilities. **The proposer must be a licensed food vendor in accordance with Florida Health Department Regulations, Chapter 64E-11 and the manager of the food service must be in compliance with 64E-11.012, Manager Certificate. Proof of license and certificate must be submitted under Tab B. (Weight: 20 points)**

Tab D - Safety & staffing considerations: Tell what measures proposer takes to address safety concerns. Submit an employee training outline detailing duties and responsibilities for operating the concession, including procedures for setting up and closing down each day, handling money, and customer service. It should include written policies and procedures for safety training, emergency procedures, and incident/accident prevention and reporting. **(Weight: 10 points)**

Tab E – Menu and Hours of Operation: Submit a proposed menu, with prices and sizes (in ounces), that considers a target audience of Pensacola State College. Please indicate whether they are individually wrapped. Describe the procedure to rotate menu items in order to offer variety, yet preserve “mainstays” if applicable. Describe the supplies and products proposer uses that demonstrate recyclable and environmentally friendly qualities, if applicable. **(Weight: 20 points)**

Tab F - Action Plan: Explain how long it will take to be “up and running” upon approval from Pensacola State College. Include time to obtain inventory, hire and train staff, and any other issue necessary. **(Weight: 10 points)**

Tab G - Marketing and Advertising: List proposed marketing tools for sales (i.e., free samples, cents-off coupons, punch cards, Pensacola State College employee discounts, special promotions, etc.) Include proposed signage and its locations, seasonal or holiday promotions. Describe advertising opportunities available to proposer (all written and broadcast promotional activities must have prior, written approval from Pensacola State College before implementation). **(Weight: 10 points)**

Tab H - Commission: List the proposed commission by percentage per month on gross receipts. See **Attachment A (Weight: 20 points)**

Tab I – Financial Statement: This statement must be detailed enough to enable the College to determine the fiscal stability of the proposing company. **(Required)**

Tab J – W-9 and Drug Free Work Form: See **Attachment B and Attachment C. (Required)**

The weighting of each of the preceding elements has been provided to give proposers an idea of the relative importance of each element and how the Evaluation Committee will determine and select the top proposal.

E. Evaluation Committee

Submittals will be evaluated by a pre-selected committee. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to Pensacola State College.

SPECIFICATIONS

1.0 REQUIREMENTS

1.01 Prior to commencement of contract, the successful bidder shall provide appropriate insurance as indicated:

(a) Valid workmen’s compensation insurance as required by Chapter 440, Florida Statutes;

(b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$200,000 per claimant, and \$300,000 per incident or occurrence. The District Board of Trustees, Pensacola State College, Florida shall be named as an additional insured on the contractor’s policy.

(c) Automotive liability insurance against bodily injury and property damage, in at least the amounts of \$200,000 per claimant, and \$300,000 per occurrence.

(d) Certificates evidencing that all of the previously listed insurance is in force shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of Trustees, Pensacola State College, Florida, as additional insured.

1.02 All proposals will be considered valid for 90 days from the submission deadline. Each item that is submitted as an alternative proposal to the item specified must be accompanied by fully descriptive sketches, literature, and complete specifications. Proposals which do not comply with this requirement will be subject to rejection.

1.03 The College does not guarantee the Contractor any level of revenue, sales or earnings; nor is the College responsible for Contractor's losses, operation, marketing or financial obligations. Proposer warrants that it is an independent contractor and has the necessary authority, knowledge, experience and financial resources to enter into contracts relating to coffee service operations.

1.04 Proposing firms shall pay all costs associated with the preparation of proposals and any visits to the campus.

1.05 General Information

A. Proposals will be considered only from companies having successfully provided food services for a minimum of two (2) years.

B. The submission of a proposal must be accompanied by a current copy of the company's financial statement. This statement must be detailed enough to enable the College to determine the fiscal stability of the proposing company. The submission of a proposal must also be accompanied by a proposed menu listing and include proposed prices.

1.06 Responsibilities of the Contractor and Management of the Store

The Contractor shall:

A. Operate, as an independent contractor, the food service operation in the space provided.

The Contractor shall furnish good, prompt and efficient services, adequate to meet all reasonable demands. The Contractor shall do all things reasonably necessary or required by the College representative or designee to maintain the highest standard of quality and management for the operation contemplated by the agreement.

B. Conduct its operations in an orderly manner so as not to annoy, disturb, or be offensive to patrons or other visitors in the facility where the contractor is providing the coffee service.

It is understood and agreed between the College and contractor that the intent of this agreement is that the contractor provide a service, and in providing this service, the College requires that the contractor's employees, servants and agents conduct themselves in a manner that does not discredit the College.

The contractor shall immediately remove any of its agents, servants, and employees from the College's premises when requested to do so by the College's representative, but any and all such removals shall be in the name of the contractor and the responsibility, therefore, shall be assumed by the contractor.

C. The manager assigned by the contractor shall be interviewed and accepted by the

College prior to assuming managerial responsibilities. The manager shall continue service only so long as the manager's work is acceptable to the College. The manager may be removed after thirty (30) day written notice.

Such manager will be available on call and will be responsible for the operation of the food service. Such a manager shall be a qualified person experienced in the efficient management and operation of a food service business with a minimum of five years experience in the food service industry. The contractor shall give the College the right to remove any employee of the store whom the College considers undesirable by his/her actions or deeds, shall at all times maintain an adequate staff of employees on duty for efficient operation, and shall be responsible for the proper training and instruction in the operation of the business.

- D. At all times during the term of the agreement, the contractor will be responsible for keeping the food service areas in a clean, sanitary, neat, and orderly condition including the equipment, fixtures and other personal property thereon on a daily basis. The contractor will also be required to comply with the regulations of the state and county health department and other such governmental agencies having authority in this area.
- E. The food service facility shall be closed during the various holidays in accordance with the official holiday calendar, and shall remain open at all other times, except as mutually agreed upon by the College and the contractor. **The College closes for a week in March or April for Spring Break and two (2) weeks for the Christmas Holidays.**

The hours of service shall be mutually agreed upon by the College and the contractor. The college shall use the hours of operation for the Campus in determining acceptable hours of operation. The vendor will be able to enter food service area one hour prior to opening time for set up and preparatory activities.

***The College is closed on Fridays for the summer from the middle of May through the middle of August each year. Exact dates will be specified each year.**

- F. The contractor shall perform all the handling of receipts, change making, banking, accounting, bookkeeping, time-keeping and payroll functions.
- G. The contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin.
- H. Upon request, the contractor shall agree to permit the College's authorized representatives or agents to examine, inspect and have access to the books, records, papers, meters, equipment, and facilities at all reasonable and proper times in order to assure that each of the provisions of the Agreement are being performed in a manner satisfactory to the College. The contractor will maintain separate bookkeeping records for the College's operations. At the close of each accounting month, the contractor shall render a gross sales report for the month's operations. The contractor shall provide to the College an annual statement of sales for the

contractor's operation. Such statement shall be certified by a Certified Public Accountant.

- I. There will be **no** management fee associated with this contract.

1.08 Laws, ordinances, rules, regulations, permits, and licenses

- A. The contractor shall observe and obey all the laws, ordinances, rules, regulations and policies of the District Board of Trustees of Pensacola State College, Florida and the federal and state governments, or other governing agencies which may be applicable to the contractor's operation at Pensacola State College, and shall, at the sole cost of the contractor, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.
- B. The College representative or designee shall have the right to, and shall adopt and enforce reasonable rules and regulations with respect to the use of the food service facility at Pensacola State College which the contractor agrees to observe.

1.9 Payments and reports

- A. The contractor agrees to pay monthly to the College a stated amount of the gross receipts from the manual food operation.
- B. Gross receipts - The term "gross receipts" as used herein, shall be construed to include all collections from the manual food and coffee service operation and shall not include any amounts added by the selling price on account of excise taxes, sales taxes, or any taxes of any kind or nature, which may come into existence during the lifetime of the Agreement. The Contractor agrees to provide upon request a copy of the monthly sales tax report to the State of Florida.
- C. Payments -- Payment shall be made monthly and shall be sent without billing to Pensacola State College, to the attention of the Bursar's Office, along with the gross receipts report. This report and payment is to be submitted promptly within 20 days after the close of each monthly accounting period. This period can be mutually agreed upon by both parties after the award of the proposal, but once the date is agreed upon, it shall become a binding part of this contract. After the second year of the contract, the College will consider request for price adjustment for the ensuing year no later than April 1.
- D. Upon request, the contractor shall submit to the College representative a complete price list of all items to be offered for sale. This list shall include portion size as well as retail price. The price list shall be submitted within fifteen (15) work days following the College's request.

1.10 Utilities and Equipment

- A. The College shall furnish electrical, HVAC, and water and sanitary sewage disposal services for the manual food service operation. The college shall have no obligation to provide utilities to the premises in addition to those existing at the time of the execution of this agreement. The College shall make every effort to ensure

uninterrupted service, but cannot be responsible for circumstances beyond its control.

- B. The College shall not be responsible for damage to merchandise of any non-college owned equipment in case of break-in or burglary, power failure due to hurricanes, electrical storms, faulty equipment, or other acts beyond the control of the College.

1.11 Signage

The contractor shall not erect, maintain, or display any signs or any advertising matter without prior written approval of the College.

1.12 Indemnification

- A. The contractor agrees to indemnify, defend and save harmless the College against any and all claims or actions of any nature whatsoever, including, but not limited to damages to property of the college or injury (including death) to guests, employees, or students of Pensacola State College arising out of any of the operations of the contractor.
- B. The successful proposer agrees, by accepting the award of this proposal, to the following hold harmless agreement:

During the term of this proposal the contractor shall indemnify, hold harmless, and defend the District Board of Trustees, Pensacola State College, Florida, its agents, servants, and employees from any and all costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the contractor, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment or otherwise transacting business, whether such claim or claims be for damages, injury to person, group or organization, whether employed by the contractor or the Board or otherwise.

1.13 Availability of records

The contractor shall maintain, during the term of the contract, cash collection records and normal information which would be customarily used in order to document accordance with accepted accounting practice and standards. The College representative or designee shall be permitted to examine and audit, during ordinary business hours, those portions of such records and books of accounts pertaining or related to the gross receipts of the contractor from the Pensacola State College operation. The contractor shall not be required to

maintain such records and books of accounts pertaining to transactions occurring during any annual period for more than three (3) years after the end of each annual period.

Each operating statement by type of service and location and on a composite basis will present revenue and expense accounts for the period being reported and fiscal year-to-date, with percentage rates given for each item and period.

In addition to the above, the successful proposer will provide such special reports and analysis covering its operations under the contract as may be requested by the College.

Upon request of the College, the Contractor will meet and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit will be identified and reflected in the next monthly statement.

1.14 Responsibility of the College

The College shall:

- A. Furnish space on its premises for the contractor to use as a food service operation.

1.15 Default

If, after having received written notice from the College of default of any of its contractual obligations, the contractor does not fully remedy said default within fifteen (15) days, then the College may, by written notice to the contractor, terminate the agreement in its entirety in sixty (60) days.

1.16 Debts and Encumbrances

The College shall not be liable or be required to pay any debts, claims, and encumbrances of the food service provider incurred prior to the effective date of the possession by the contractor, nor during the term of this agreement.

1.17 Credit

The contractor further covenants and agrees it will not in any manner use the credit of the College in connection with its said business or affairs. The contractor further covenants and agrees it will purchase goods and sign contracts only in its own name and its own cost and expense and on its own shown credit and that it will promptly make full payment therefore in accordance with the terms of the purchase.

1.18 Miscellaneous

Persons submitting proposals are advised that any equipment or materials purchased by the

contractor will remain the sole ownership of the contractor, who will also be responsible for its maintenance and repair. The college will not be obligated to purchase any equipment or reimburse the contractor for such expenditures.

1.19 Contract

These specifications, in their entirety, are to be incorporated by reference and will become part of any contract awarded as a result of this request for proposal. In the event the language in the contract document itself should conflict with these specifications, the specifications shall prevail.

2.0 Attachments and Exhibits

Completed and returned with your proposal to fulfill the requirements of this RFP.

Attachment A – Affidavit and Price Proposal Form

Attachment B – W-9, Request for Taxpayer Identification Number and Certification

Attachment C – Drug-Free Work Place Form

Please make sure all proposal requirements (weighted factors) are submitted with your sealed proposal.

Attachment A

**AFFIDAVIT AND COMMISSION PROPOSAL FORM
PENSACOLA STATE COLLEGE
NOTICE TO PROFESSIONAL CONSULTANTS**

SUBMITTAL DUE DATE: March 13, 2013 at 3:00 p.m. Local Time

I understand that the Submittal is due no later than the due date and time as stated above, and that it is my responsibility for the Submittal and all required documents to be received by Pensacola State College Department of Purchasing and Auxiliary Services prior to this date and time. I certify that this Submittal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Submittal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this Submittal for the Respondent and that the Respondent is in compliance with all requirements of the application, including but not limited to certification requirements.

Authorized Signature: _____

Printed Authorized Name & Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Toll free # _____

Fax #: _____

Email Address: _____

Is your firm a Florida Certified Minority Business? ____ YES ____ NO

COMMISSION

Historically, Pensacola State College has operated on a commission percentage based on gross receipts. If there is another way, i.e. management fee, etc. that would result in a win-win for both the college and the successful proposer please describe in the space below:

If awarded this service, we will pay a commission of _____% per month on gross receipts for the Milton Campus.

If awarded this service, we will pay a commission of _____% per month on gross receipts for the Santa Rosa Center.

Note: Insert under Tab

Attachment B

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black;"> </td> <td style="width:25%; border: 1px solid black;"> </td> <td style="width:25%; border: 1px solid black;"> </td> <td style="width:25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
Employer identification number								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black;"> </td> <td style="width:25%; border: 1px solid black;"> </td> <td style="width:25%; border: 1px solid black;"> </td> <td style="width:25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Attachment C

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS – Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. In order to have a drug-free workplace program a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF VENDOR

REPRESENTATIVE: _____

TYPED OR PRINTED NAME

VENDOR REPRESENTATIVE: _____

BIDDING FIRM OR ENTITY NAME: _____