



PENSACOLA JUNIOR COLLEGE
 You can get there from here.
 www.pjc.edu
 An EA/EO Institution

REQUEST FOR PROPOSAL RFP ACKNOWLEDGEMENT

Submit Proposal To:

Pensacola Junior College
 Attn: Angie C. Jones, Director, Purchasing and Auxiliary Services
 Barfield Administration Building, Bldg 7, Room 737
 1000 College Boulevard
 Pensacola, Florida 324504-8998
 Telephone: (850) 484-1794

PROPOSAL TITLE: PJC Library Coffee Shop

RFP #06-2008/09

PROPOSALS will be received by the Purchasing Director in Room 737 of the Administration Building, 1000 College Blvd, Pensacola, Florida 32504-8998, on or before **Wednesday, May 20, 2009 at 2:00 p.m. CST**, the proposal opening will follow the 2:00 p.m. deadline in Room 737.

Firm or Entity Name: _____
 Address: _____ Telephone #: _____
 City, State, Zip: _____ Fax #: _____
 Web Address: _____ Federal Tax I.D. #: _____

Certified Minority Business Enterprise Type _____
 H-African American, I-Hispanic, J-Asian/Hawaiian, K-Native American, M-Women, N-Non-Minority
 Filing a false misrepresentation of MBE/WBE status is considered a felony of the second degree pursuant to Section 287.094, Florida Statutes

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature (manual) _____

Authorized Signature (typed/printed) _____

Reason for no proposal: _____

Posting of proposal/proposal tabulation of intent to award will be available for review by interested parties at <http://www.pjc.edu/visitors/vendors/currTabs.aspx> on or about **Thursday, May 28, 2009 by 10:00 a.m. CST** and will remain posted for a period of 72 hours, excluding weekends and all college approved holidays. Failure to file a protest within the time prescribed in Section 120.57(3) shall constitute a waiver of proceedings under Chapter 120, F.S.

GENERAL CONDITIONS

1. **Execution of Proposal:** Sealed proposals must be executed and submitted in a sealed envelope. The face of the envelope will contain, in addition to the proposal address, the date and time of the proposal opening, the proposal number, and the proposals name and address. Submit proposals to:

Angie C. Jones, Director, Purchasing and Auxiliary Services
Barfield Administration Building, Bldg 7, Room 737
Pensacola Junior College
1000 College Boulevard
Pensacola, FL 32504-8998

The proposal must contain a manual signature of authorized representative in the space provided and all proposal documents submitted in a sealed envelope. Proposal must be typed or printed in ink. Use of erasable ink is not permitted, and all corrections made by proposer must be initialed. Complete ordering instructions must be submitted with the proposal package. All proposals are subject to the conditions specified herein; proposals not complying with these conditions are subject to rejection.

2. **No Proposal:** If not submitting a proposal, respond by returning the first page of the proposal package and marking it "NO PROPOSAL" and briefly explain the reason in the space provided.
3. **Proposal Opening:** The public proposal opening shall be held at the time and date specified in this proposal. The clock in the Purchasing Office is the official time. It is the proposals responsibility to assure that the proposal is delivered at the proper time and place stated in the proposal. Proposals, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, or telephone are not acceptable. A proposal may not be altered after it is opened.
4. **Prices, Terms, and Payment:** Firm prices shall be proposal and include all packing, handling, shipping, and delivery charges FOB Pensacola Junior College, Pensacola, Florida. Unless otherwise specified, proposal prices are assumed to be firm for a minimum period of 120 days after the date of opening. The college reserves the right to make award to the next lowest responsible proposer if prices are not firm.
 - (a) **Taxes:** The College does not pay federal excise and sales taxes on direct purchases of tangible personal property. The exemption number is printed on the face of all college purchase orders. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192 F.S.
 - (b) **Cash Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
 - (c) **Mistakes:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, and all instructions pertaining to supplies and services. Failure to do so will be at the proposers' risk. In case of mistake in extension, the unit price will govern. All corrections shall be initialed.
 - (d) **Condition and Packaging:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model and available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - (e) **Safety Standards:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - (f) **Invoicing/Payment:** Payment will be made by the college after the items awarded to a proposer have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices, bills of lading, packages, cases, delivery list, and correspondence shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original and one copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

5. **Delivery:** Unless an actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the provided space. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the college, Monday through Friday, 7:30 a.m. until 4:00 p.m., excluding college holidays, unless otherwise specified.
6. **Addition or Deletion of Terms or Conditions:** No addition or deletion of the terms or conditions included with the proposal response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in the proposal solicitation are the only conditions applicable to this proposal and authorized signature affixed to the proposal acknowledgment form attests to this.
7. **Manufacturers' Name and Approved Equivalents:** Any manufacturers' names, trade names, brand names, and/or catalog numbers listed in a specification are intended to be descriptive and not restrictive and to indicate the quality and characteristics of the product or products that will be satisfactory. The proposer may offer any brand for which he or she is an authorized representative and that meets or exceeds the specifications for any item(s). (Measurements: Customary measurements appearing in the specifications are not intended to preclude proposals for commodities with metric measurements.) If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name, model number, etc. Proposers shall submit with proposal cuts, sketches, and descriptive literature, and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The information provided must be sufficient for the college to determine whether the offered product meets the requirements and to establish exactly what the proposer proposes to furnish and what the college would be purchasing by making the award. The college reserves the right to determine acceptance of item(s) as an approved equivalent and will base its decision on the information provided by each proposer. Proposals not complying with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate item will be received and considered in complete compliance with the specifications as listed on the proposal form. The college is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the college unless evidenced by the college's change notice.
8. **Interpretations/Disputes:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than 10 calendar days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by the Purchasing Office in response to requests in full compliance with this provision. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the college shall be final and binding on both parties.
9. **Notice of Proposal Protest Bonding Requirement:** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes. Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the college pursuant to s. 120.57(3) shall post with the Purchasing Director at the time of filing the formal written protest a bond payable to Pensacola Junior College in an amount equal to 1 percent of the estimated contract amount. The college will provide the estimated contract amount to the proposer within 72 hours, excluding Saturdays, Sundays, and college holidays, after the filing of the notice of protest by the proposer. The estimated contract amount is not subject to protest. Failure to comply with the law shall constitute a waiver of the protest.
10. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, F.S. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the college. Further all proposers must disclose the name of any college employee who owns, directly or indirectly, an interest in 5 percent or more in the proposals firm or any of its branches.
11. **Award:** In the best interest of the college, the right is reserved to make an award(s) by individual item, group of items, all, none, or a combination thereof, to reject any and all proposals, or waive any minor irregularity or technicality in proposals received. The issuance of a purchase order constitutes a binding contract. All awards made as a result of this proposal shall conform to applicable Florida Statutes.

12. **Tie Proposals:** The decision for award of tie proposals shall be made after a careful review of the circumstances surrounding the tie, with preference being given to proposers within the State of Florida, secondly to drug free State of Florida proposers, or finally by flip of coin, when all other factors are equal.
13. **Eligible Users:** The vendor may honor stated proposal prices to any other community college or public entity who may wish to utilize this proposal for the purpose of obtaining the same equipment.
14. **Service and Warranty:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during the contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided. Any special warranty requirements of the college will be stipulated in the "Special Conditions."
15. **Samples:** Samples of items, when called for, must be furnished free of expense, on or before the proposal opening time and date, and if not destroyed may, upon request, be returned at the proposals expense. Each individual sample must be labeled with proposals name, manufacturer's brand name and number, proposal number, and item reference. Request for return of samples shall be accompanied by instructions that include shipping authorization and name of carrier, and must be received with the proposal. If instructions are not received, the college will dispose of the sample(s).
16. **Nonconformance to Contract Conditions:** Items may be tested for compliance with specifications. For nonconforming test items, the college may require proposer to reimburse the college for costs incurred in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs, and other applicable costs. The data derived from any tests for compliance with specifications are public record and open to examination thereto in accordance with Chapter 119 F.S. Items delivered not conforming to specifications may be rejected and returned at proposals expense. These items and items not delivered as per delivery date in proposal and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the proposals name being removed from the proposer mailing list.
17. **Inspection, Acceptance, and Title:** Inspection and acceptance will be at destination, unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the college, unless loss or damage results from negligence by the college. The contract supplier shall be responsible for filing, processing, and collecting all damage claims. To assist the proposer in the expeditious handling of damage claims, the college will: (a) record any evidence of visible damage on all copies of the delivery carrier's bill of lading, (b) report damage, visible and concealed, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier, (c) provide the contract supplier with a copy of the carrier's bill of lading and damage inspection report.
18. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the college at once, indicating the specific regulation requiring an alteration. The college reserves the right to accept any such price adjustments occasioned thereby, or to cancel the contract at no expense to the college.
19. **Legal Requirements:** Applicable provision of all federal, state, county, and local laws, and of all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between the person(s) submitting a proposal response hereto and the college, by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
20. **Public Entity Crime:** In accordance with Florida Statutes 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal 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 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 Section 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 proposal price sheet certifies that your firm has not committed any public entity crimes as specified.

21. **Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on lease of real property to a public entity, may not award or perform work as a contractor, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
22. **Advertising:** In submitting a proposal, a proposer agrees not to use the results there from as a part of any commercial advertising.
23. **Assignment:** Any purchase order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the college.
24. **Liability:** The supplier shall hold and save the college, its officers, agents, and employees harmless from liability of any kind in performance of this contract.
25. **Patents and Royalties:** The proposer, without exception, shall indemnify and save harmless the college and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or an article manufactured or used in the performance of the contract, including its use by the college. If the proposer uses any design, devices, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
26. **Addition/Deletion of Item(s):** The College reserves the right to add to or delete any item from this proposal or resulting contract when deemed to be in its best interest.
27. **Public Record:** Any material submitted in response to this invitation to proposal will become a public document pursuant to Section 119.07, F.S. This includes material the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after the opening pursuant to Section 119.07, F.S.
28. **Reasonable Accommodations:** Any person(s) requiring reasonable accommodations, in accordance with the provisions of the Americans with Disabilities Act, for attendance at the scheduled proposal opening, shall contact the Purchasing Office at least 72 hours in advance of the scheduled proposal opening deadline, as indicated in this proposal (see Page 1.)

NOTE: Any and all special conditions attached hereto which vary from the general conditions shall have precedence. This sheet and the accompanying proposal constitute an offer from the proposer.

SPECIFICATIONS

PROPOSAL

Sealed proposals will be received **Wednesday, May 20, 2009, at 2:00 p.m., CST** at the office of the Purchasing Director, Pensacola Junior College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter called "College") for furnishing items as specified in the attached RFP #06-2008/09 and publicly opened on **Wednesday, May 20, 2009 at 2:00 p.m., CST** in Room 737 of the Administration Building. Any proposal received by the College Purchasing Department after the deadline will be disqualified. The College reserves the right to reject any or all proposals and waive any or all formalities.

Award will be made to the proposer whose proposal, in the opinion of the Board, is most advantageous to the College, price and other factors considered.

GENERAL CONDITIONS

Conflict of Interest:

This proposal is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also employed by the College.

Further, all proposers must disclose the name of any employee or agent of the College who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

Attorney's Fees:

In the event the proposer breaches this contract or the specifications, and the College is required to take legal action to resolve the breach, or to recover any monies which may be due hereunder, then, and in those events, the proposer shall pay all costs for such legal action or collection, including a reasonable attorney's fee.

Proposal must meet or exceed specifications.

Disqualification:

The College reserves the right to disqualify proposals, before or after opening, upon evidence that the proposer is not qualified by experience, is not in a position to do the work specified and in the time allotted, or upon evidence of collusion with intent to defraud, or other illegal practice.

Toxic Substances:

All successful proposers shall comply with Section 1013.49, Florida Statutes. All successful proposers involved in any manner with toxic substances shall notify the Library Director in writing, of any substance to be used which is enumerated in the Florida substance list, at least three working days prior to using the substance. The notification shall contain:

- (1) the name of the substance to be used;
- (2) where the substance is to be used; and
- (3) when the substance is to be used.

If the successful proposer(s) use(s) subcontractors, the successful proposer shall be responsible for insuring that all subcontractors comply with Section 1013.49, Florida Statutes.

SPECIAL CONDITIONS

Public Entity Crimes:

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal 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 or 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 Section 287.028, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

TIME TABLE OF ACTIVITIES DATES

RFP Mailout	Tuesday, April 14, 2009
Last Date for PJC to Receive written questions	Wednesday, April 29, 2009 by 4:00 PM CST
Last Date for PJC to Respond to written questions	Tuesday, May 5, 2009 by 4:00 PM CST
Proposal Response Deadline & Opening	Wednesday, May 20, 2009 by 2:00 PM CST
Closed for Summer Friday	Friday, May 22, 2009
Closed for Memorial Day	Monday, May 25, 2009
Evaluation	Wednesday, May 27, 2009 at 10:00 AM CST
Posting of Intent of Award	On or about Thursday, May 28, 2009 by 9:00 AM CST
Commencement of Operation	As Mutually agreed upon – anticipated July or August 2009

OPERATION OF THE PJC LIBRARY COFFEE SHOP

1.1 INTRODUCTION

The Pensacola Junior College invites you to submit a proposal to provide operation of a coffee bar service to the Pensacola campus in the Learning Resource Center (LRC) Building, (hereinafter called "Library").

The College is seeking a vendor to provide manual coffee service in central gathering area to students, faculty, staff and community patrons. The type of manual coffee service would include but not be limited to coffee, gourmet coffees, teas, juices, bottled water and related snacks such as biscotti, scones, muffins, danish, and cookies. The vendor will reasonably attempt to address a range of dietary issues (such as sugar-free alternatives for diabetic customers).

It is anticipated that construction will be complete and Awardee could begin service in July or August of 2009.

1.2 WORK SPACE

The following are some of the work space specifications:

- service area behind counter (including counter space) is approximately 160 sq. ft. and includes a refrigerated deli case, under counter refrigerator, under counter ice maker and hand sink (no disposal)
- separate storage/work room is approximately 100 sq. ft. and includes work counter with code compliant triple compartment sink (no disposal) and full height commercial refrigerator/ freezer
- public area in front of service counter is approximately 345 sq. ft.
- public area has an entrance directly from the building lobby and a separate entrance directly from the exterior. The exterior entrance faces College Boulevard
- public area has access to restroom facilities that are shared with other building occupants
- the area is Wi-Fi wired

Attached are drawings and a blueprint of the space. You are highly encouraged to visit the site. See 3.3 on who to contact for a walk-through inspection.

2.0 BACKGROUND INFORMATION

Currently celebrating its 60th Anniversary, Pensacola Junior College is located in Pensacola in the Northwest Florida Panhandle. Pensacola Junior College is one of 28 community colleges in the state, all located within commuting distance of 96 percent of the population.

Each semester, the college enrolls over 8,000 students in credit courses, with many thousands more registering in lifelong learning or continuing education programs.

The College has approximately 500 visitors daily through the LRC doors plus there will be numerous meeting and workshops held in the various conference rooms.

3.0 SPECIFICATIONS

The College invites qualified firms to submit a proposal in compliance with all the terms and conditions of this request for proposal (RFP).

- 3.01 Proposals or unsolicited amendments to proposals that arrive after the closing time and date will not be considered. Telephone, telegraphic and/or facsimile proposals and/or modifications will not be accepted. Proposals will be opened on the designated date, time and place for the sole purpose of recording the names of the firms submitting the proposals.
- 3.02 Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm, and submitted with the completed RPF contract response sheet. Each responding firm shall submit only one proposal.
- 3.03 Questions, inquiries and site visits throughout the proposal process shall be directed in writing to:

Angie C. Jones
Director, Purchasing and Auxiliary Services
Pensacola Junior College
1000 College Boulevard
Pensacola, FL 32504

Questions may be mailed to the above address or emailed to acjones@pjc.edu. The deadline for the College to receive written questions is **4:00 PM CST on Wednesday, April 29, 2009. The College will answer all questions at the same time on Tuesday, May 5, 2009.**

Proposers are encouraged to visit the site location. To schedule a site visit, call Mike Hayse, Assistant Director, Facilities and Planning, at 850-484-1139 or email at mhayse@pjc.edu.

- 3.04 Effective date of contract will be as mutually agreed upon. This contract shall be for a period of three (3) years. 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 three year period) shall be on a yearly basis of not more than three (2) year terms predicated on satisfactory performance by the vendor during the initial term. The renewal terms will be renegotiated in good faith taking into account valuable considerations, including, but not limited to, the 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 a sixty (60) day written notice.
- 3.05 Prior to commencement of contract, the successful vendor shall provide the following:
- (a) "Certificate of Insurance" See 3.20 (D). NOTE: District Board of Trustees Pensacola Junior College to be named as an additional insured on all policies.
- 3.06 Proposing firms will pay all costs associated with the preparation of proposals and any visits to the campus.
- 3.07 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.
- 3.08 The College will be the sole judge of the acceptance of any and all proposals. The College reserves the right to waive any minor irregularities in the proposals received.

- 3.09 The proposing firm agrees to be governed by the terms and conditions set forth in this RFP document. A response containing variations shall be cross-referenced to the terms and conditions set forth herein. The proposed variations must meet or exceed the RFP requirements. All provisions of the RFP delineate the specifications and obligations of both parties.
- 3.10 The Contractor shall supply all fixtures and equipment not already supplied by the College. If limited renovations are needed, the vendor **must** receive prior written approval of the College.
- 3.11 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.
- 3.12 General Information

A. Consideration of award will be based on the following:

- (1) remuneration to the College; and
- (2) recommendations of present and former clients.

B. Upon the awarding of the contract, the Vice President of Business Affairs will be the College's representative and responsible for the administration of the contract.

C. Proposals will be considered only from companies having successfully provided food and/or coffee services for a minimum of three (3) years.

D. 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. This listing should include proposed menu items for coffee/tea and related snack items and include proposed prices.

3.13 Responsibilities of the Contractor and Management of the Store

The Contractor shall:

A. Operate, as an independent contractor, the manual coffee bar 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 coffee service. Such a manager shall be a qualified person experienced in the efficient management and operation of a manual food and/or coffee 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.

The contractor agrees that after the component for full time personnel is filled, additional personnel are to be recruited from the student body on a part-time basis as far as practical. The contractor will follow all of the rules and regulations relating to student employment as required by the Federal Minimum Wage Laws.

- D. At all times during the term of the agreement, the contractor will be responsible for keeping the coffee shop 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.

The contractor will provide bussing of tables in the coffee bar area as needed. Such bussing is to include the continual removal of trash items from the floor, wiping and cleaning of all tables and chairs, and the setting all bagged trash in area agreed upon for pick up by College personnel.

The college shall provide standard and long term floor maintenance in the dining area.

- E. The coffee 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 Library in determining acceptable hours of operation. The vendor will be able to enter Coffee Shop area one hour prior to opening time for set up and preparatory activities.

The College would like to see the hours of operation as:

<u>DATE</u>	<u>TIME</u>
Monday – Thursday	7:30 AM – 7:30 PM
Friday	7:30 AM – 3:00 PM*

***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.
- J. The contract must be a licensed food vendor in accordance with Florida Health Department Regulations, Chapter 64E-11 and the manager of the coffee shop must be in compliance with 64E-11.012, Manager Certificate. Proof of license and certificate must be submitted with proposal.

3.14 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 Junior College, Florida and the federal and state governments, or other governing agencies which may be applicable to the contractor's operation at Pensacola Junior 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 coffee bar service facility at Pensacola Junior College which the contractor agrees to observe.

3.15 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 the Vice President of Administration & Finance and Chief Financial Officer of the College 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 Junior 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.

- 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.

3.16 Utilities and Equipment

- A. The College shall furnish electrical, HVAC, and water and sanitary sewage disposal services for the manual coffee bar 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 contractor shall provide its' own telephone, data service and equipment. Cable pairs will be provided by the College but all expenses and monthly charges of telephone and data service shall be paid by the contractor. All telecommunications, data services, and related equipment installs, moves, and changes are to be coordinated with the College Telecommunications Department.
- C. 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.
- D. Maintenance of all College owned equipment shall be provided by the College on a routine basis. The contractor or contractors should realize that due to limited college staff, priorities must be established and maintenance work will be scheduled along with other requests for maintenance service throughout the main campus. Emergencies should be brought to the attention of the College representative and will be handled as such. The contractor has the option of contracting for the maintenance of any equipment malfunctions; the College will assume no responsibility for the loss of food type items.
- E. Pest Control services shall be provided by the College on a monthly basis.

3.17 Signage

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

3.18 Inspections

The College through its representative, shall have access at all times to the coffee shop service premises and equipment, with or without notice, to make periodic inspections of all the contractor's facilities and equipment. The contractor shall make all repairs or replacement of equipment as may be required by the College representative, when in the opinion of the College representative the equipment does not meet required regulatory standards.

3.19 Repairs and alterations

- A. The contractor shall be required to repair and/or refurbish all or any part of the premises which may be damaged or destroyed by the acts or omissions of the contractor. The contractor shall return the premises, upon expiration or termination of the contract, to the College in good condition considering normal wear and depreciation. Any capital additions made to the building will remain as property of the College.

- B. The College shall have the absolute right to make any repairs, alterations, or additions to the building free from any and/or all damages of any nature whatsoever occasioned during the making of such repairs, alterations, or additions. Adequate notice will be given to the contractor except in the case of emergency.

3.20 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 Junior 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 Junior 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.

- C. The contractor, as insured, shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each policy shall be maintained in at least the limit fixed with respect, hereto, shall cover the contractor's operations here under, and shall be effective throughout the effective period thereof. It is not the intent of this schedule to limit the types of insurance required herein.

The District Board of Trustees of Pensacola Junior College shall be named as additional insured on all policies.

Schedule of Insurance

1. Comprehensive general liability insurance
 - A. Bodily-injury liability: for injury or wrongful death to one person for one accident (minimum) - \$1,000,000
 - B. For injury or wrongful death to more than one person (minimum) - \$1,000,000
 - C. Property-damage liability for all damages arising out of injury to or destruction of property in any one accident - \$1,000,000
2. Products liability coverage - \$1,000,000

3. Worker's Compensation insurance covering its employees as required by the laws of the State of Florida, covering personal injury or death or damage to property suffered by anyone during the course of or on the site of the operations contemplated by this RFP.

As to any insurance required by this agreement, a certified copy of each of the policies or a certificate evidencing the existence thereof, or binders, shall be delivered to the College within thirty (30) days after the award of this contract. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each copy of certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving thirty (30) days written advance notice thereof to the College's representative. A renewal policy or certificate shall be delivered to the College at least thirty (30) days prior to the expiration date of each expiring policy. If at any time the policies become unsatisfactory to the college, the contractor shall promptly obtain a new and satisfactory policy in replacement. If determined necessary by the College representative, the contractor shall deliver to the college representative, upon demand, the original of any policy required herein for review and upon completion of said review, said policy shall be returned to the contractor.

3.21 Assignment, sublease, use of facility

- A. The contractor shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of this agreement or any interest in any portion of same without the formal written consent of the College.
- B. The contractor shall not sublease any portion of the coffee service operation or use the college facilities for the operation of any other business, or use the college facilities for the storage of equipment or supplies which are not directly related to this agreement. Use of facilities for any other purpose shall require the execution of another formal agreement with new terms and conditions with the College.

3.22 Removal of property

- A. All personal property placed on the premises by the contractor shall be removed on or before the expiration of the contract. In the event of termination, the contractor shall have ten (10) days, exclusive of Saturdays, Sundays, and holidays, after notice of termination in which to remove this property. Any permanent improvements made to the property will become the property of Pensacola Junior College upon the termination of this contract. The College will not be liable for any costs associated with the permanent improvements. (See 3.19 (A))
- B. If the contractor shall fail to remove property upon the expiration or termination hereof, the College may, at its option, as agent for the contractor and at the contractor's risk and expense, remove such property to a public warehouse, or retain the same in its own possession, and after the expiration of thirty (30) days, sell the same at public auction, the proceeds of which shall be applied first to the expense of the sale; secondly, to any sums owed by the contractor to the college, and any balance remaining shall be paid to the contractor. Any excess of the cost of removal over the proceeds of sale shall be paid by the contractor.

3.23 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 Junior 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.

3.24 Responsibility of the College

The College shall:

- A. Furnish space on its premises for the contractor to use as manual coffee bar service operation.
- B. Provide major building repairs and maintenance for the coffee bar service area. Major building repairs and maintenance include repair of HVAC system, roof system and structural components.
- C. Furnish the contractor electrical, water, and HVAC with what is already in place for operating the coffee bar service and related areas. Use of such utilities by the contractor shall be for the exclusive use of the College.
- D. The College does not guarantee uninterrupted supply of utilities nor does the College guarantee uninterrupted service in providing said utilities except that it will be diligent in restoring service following any interruption. The College will not be liable to the contractor for any loss, damage, cost or expense which may result from the interruption or failure of any such service.

3.25 Pilferage

It will be agreed by both the College and the contractor that a strong position shall be taken with regard to pilferage; and that firm policies, agreeable to both parties, shall be adopted, posted and adhered to.

3.26 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.

3.27 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.

3.28 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.

3.29 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.

3.30 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.

4.0 PROPOSAL OPENING DATE AND TIME

Sealed Proposals should be submitted no later than **Wednesday, May 20, 2009 at 2:00 PM CST** to the Purchasing Office at Pensacola Junior College, 1000 College Boulevard, Pensacola, Florida, 32504 located in Room 737 of the Administration Building. Proposals received after this time will not be considered or evaluated.

5.0 POSTING OF PROPOSAL TABULATION

Posting of proposal/proposal tabulation of intent to award will be available for review by interested parties in the Purchasing Office and at <http://www.pjc.edu/visitors/vendors/currTabs.aspx> on or about **Thursday May, 28, 2009** and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

6.0 PROTEST

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 protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

Proposal shall be stated as a percentage of gross sales

1. If awarded this service, we will occupy the Library Coffee Shop located in the Library Building and pay a commission of ____% per month on gross receipts.
2. A detailed description of the type of manual service proposed **must** be attached in order for the proposal to be considered. Yes____/No____
3. Per 3.12 (D), a detailed copy of the company's financial statement **must** be attached. This statement must be detailed enough to enable the College to determine the fiscal stability of the proposing company. Yes____/No____
4. Per 3.12 (D), a proposed menu listing shall also be attached to the proposer's response. The menu shall include proposed items to be sold, the serving size of each item, and the retail cost of each item. Yes____/No____
5. Per 3.13 (J), a copy of Manager's Certificate and Food License **must** be attached. Yes____/No____
6. Per 3.12 (C), please provide a references that have used your services. Yes____/No____

It is required that you affirm the following statement by your signature on this proposal.

I certify that this proposal is made without prior understanding, agreement or in connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the firm submitting the proposal.

Name of Proposer _____

Address _____

Typed Signature _____

Signature _____

Title _____ Date _____

Telephone #. _____ Fax #. _____

E-mail _____

FEIN # _____

We do not wish to submit a proposal for this proposal but want to remain on the active RFP list. _____