

**REQUEST FOR PROPOSAL
RFP ACKNOWLEDGEMENT
October 8, 2010**

Submit Proposal To:

Pensacola State 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/(850) 484-1839(f)
aciones@pensacolastate.edu

PROPOSAL TITLE: Food Service for Student Center – Pensacola Campus	RFP #05 - 2010/11
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PROPOSALS will be received by the Purchasing Director in Room 737 of the Administration Building (Bldg 7), 1000 College Blvd, Pensacola, Florida 32504-8998, on or before **Tuesday, November 9, 2010 at 2:00 p.m. CST**, the proposal opening will follow the 2:00 p.m. deadline in Room 736B.

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: _____

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 State 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 proposer's 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. Proposers are cautioned that all incoming mail to the College is received by the College's Central Mail Department prior to its distribution to the individual departments. Therefore, at least a 24-hour distribution delay should be considered when mailing the proposals. The College cautions proposers to assure actual delivery of mail or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling The Purchasing Department at (850) 484-1779.
 4. **Prices, Terms, and Payment:** Firm prices shall be proposed and include all packing, handling, shipping, and delivery charges FOB Pensacola State 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 successful proposers 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) 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.
 5. **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.
 6. **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.

7. **Notice of Proposal Protest Bonding Requirement:** In accordance with Section 287.042, 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 volume of the contract. 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 agency 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 the protest.
8. **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 proposer's firm or any of its branches.
9. **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.
10. **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 to drug free State of Florida proposers, secondly to Proposer's place of business is within Escambia, Santa Rosa, and Okaloosa Counties or thirdly to Proposer's place of business is within the State of Florida, when all other factors are equal.
11. **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.
12. **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.
13. **Public Entity Crime:** In accordance with Florida Statutes 287.133, a person or affiliate who has been placed on the convicted proposer 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 the successful proposer, supplier, sub-proposer, 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 proposer list. Your signature on the proposal price sheet certifies that your firm has not committed any public entity crimes as specified.

14. **Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory proposer 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 successful proposer, sub-proposer, or consultant under contract with any public entity, and may not transact business with any public entity.
15. **Advertising:** In submitting a proposal, a proposer agrees not to use the results there from as a part of any commercial advertising.
16. **Assignment:** Any contract 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.
17. **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.
18. **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.
19. **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.
20. **Public Record:** Any material submitted in response to this request for 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.
21. **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 schedule proposal opening deadline, as indicated in this proposal (see Page 1).
22. **Purchasing Agreements with other Public Agencies:**
The submission of any proposals in response to this RFP also constitutes a proposal made under the same terms and conditions, for the same contract price, and for the same effective period as this proposal, to other public agencies within Florida, should the proposer feel it is in their best interest to do so. This in no way restricts or interferes with the right of any public agency to re-bid any or all items. Should a public entity desire to utilize the awarded contract, and make an award thereof, the entity shall do so independently of the College, shall be responsible for its own purchases, shall be liable only for materials and/or services ordered and received by it and does not assume any liability by virtue of this proposal.
23. **Attorney's Fee**
In the event the proposer breaches the contract between the proposer and the College or the specifications of this RFP, 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 reasonable attorney's fees, court costs, discovery costs and any other costs related to this action.

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 **Tuesday, November 9, 2010, at 2:00 p.m., CST** at the office of the Purchasing Director, Pensacola State College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter called "College") for furnishing Food service as specified in the attached RFP #05-2010/11 and publicly opened on **Tuesday, November 9, 2010 at 2:00 p.m., CST** in Room 736B 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.

ADDENDA

All addenda issued during the time of proposing shall become part of the Proposing Documents, and receipt thereof must be acknowledged in writing with the proposal (see Tab #8). 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 to the RFP before submitting their proposals. Please access the college web site at <http://www.pensacolastate.edu/visitors/proposers/curr solicit.aspx> for any addenda.

VERBAL COMMUNICATION

Verbal Communication shall not be effective unless formally confirmed in writing by the Purchasing Director in charge of managing the RFP's process. In no case shall verbal communication override written communication. Informal communication shall cease on the date of issuance of this RFP and formal communications shall commence until contract is awarded.

RFP AWARD SCHEDULE

RFP Mailout	Friday, October 8, 2010
Mandatory Pre-proposal	Monday, October 18, 2010 at 9:00 a.m. CST <i>Bldg 5, Room 509 (Student Center)</i>
Last Date to Receive written questions	Thursday, October 21, 2010 by 4:00 p.m. CST
Last Date to Respond to written questions	Monday, October 25, 2010
Proposal Response Deadline & Opening	Tuesday, November 9, 2010 by 2:00 p.m. CST <i>Bldg 7, Room 736 (Administration Bldg)</i>
Committee Evaluations	Wednesday, November 10 – Wednesday, November 17, 2010
Veteran's Day (Closed)	Thursday, November 11, 2010
Public Evaluation	Thursday, November 18, 2010 at 10:00 a.m. CST <i>Bldg 7, Room 736 (Administration Bldg)</i>
Posting of Intent of Award	On or about Friday, November 19, 2010
Thanksgiving Holidays (Closed)	Thursday, November 25 through Friday, November 26, 2010
Winter Holidays (Closed)	Friday, December 17, through Friday, December 31, 2010
Commencement of Operation	As Mutually agreed upon – anticipated January 2011

OPERATION OF THE FOOD SERVICE AREA

1.1 OVERVIEW

The Pensacola State College (College) invites proposals to provide food service to its Pensacola campus in the Student Center in Building 5. This building is a central gathering area for students, faculty and staff and contains various student activity areas such as the bookstore, the student dining area, public safety department, student activities, culinary arts program and the Career Center.

Currently the student center is open from 7:00 AM until 9:30 PM. The facility is operational at various other times as needed for special function meals.

Students, faculty and staff have indicated a preference for a variety of food offerings including ice cream, frozen yogurt, fresh fruit, soup/salad bar, hot bar, potato bar, a breakfast menu, healthy selections, etc. This information is provided to assist in developing a response and should not be construed as a mandate to provide such offerings.

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.

Vending is a separate contract and **not** part of this Request for Proposal. The College has an exclusive agreement with Coca-Cola. The awarded proposer must honor this agreement by purchasing directly from, and providing only Coca-Cola brand beverages in accordance with the terms of the College's agreement with Coca-Cola.

College sponsored student clubs and organizations may utilize the successful proposer's catering service unless the cost quoted for the service exceeds the amount quoted by an external proposer for like items or menus or the successful proposer cannot provide the menu requested by the club or organization.

The College currently has a coffee shop, Java Junkiez, which has been in operation since November 2009. It is located in the Library, Building 20 and serves a diverse selection of specialized hot and frozen coffee, smoothies, etc. They will not be competing with the successful proposer for food services.

1.2 WORK SPACE

The following are some of the work space specifications:

- service area behind counter (including counter space) is approximately
- separate storage/work room
- public area in front of service counter
- public area has an entrance directly from the building lobby and a separate entrance directly from the exterior.
- public area has access to restroom facilities that are shared with other building occupants
- the area is Wi-Fi wired
- the main equipment will be purchased upon award of the proposal.

Attached is Exhibit A showing the layout of the area. You will need to print on legal paper.

1.3 SERVICE START DATE

The successful proposer must have the capability to provide manual food service to students, faculty and staff by January 2011. The College reserves the right to change the dates for the commencement of service delivery and the Contract start date.

1.4 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 one hundred twenty (120) day written notice.

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

2.0 BACKGROUND INFORMATION

Since 1948, Pensacola State College (formerly Pensacola Junior College) has offered high-quality post-secondary education for the citizens of Escambia and Santa Rosa counties, along with students from throughout the state, nation and abroad. With excellent academic support and classroom facilities and Web-based classes, Pensacola State College offers a variety of instructional methods to ensure student success.

Each year, the college enrolls over 27,000 students in credit courses, with many more registering in continuing education programs. Most students are located within commuting distance of 96 percent of the population. With the exception of a few athletes, Pensacola State College's campuses are non-residential.

In addition to providing service to the two-county area, the College is the institution of choice for many academically talented students in the state. The College's athletic teams, the Pirates, enjoy a high level of achievement in men's and women's basketball, baseball, volleyball and softball.

The College desires to cultivate a relationship which would extend beyond the initial contract period. The College also desires that the successful proposal provide the maximum service and product presentation at the lowest possible cost to the students, faculty and staff. In addition, the College desires an opportunity for the proposal to earn a reasonable return on investment based on the risk and efforts involved.

3.0 SPECIFICATIONS

The College invites qualified proposers 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 proposer or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the proposer, and submitted with the completed RFP contract response sheet. Each responding proposer 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 State College
1000 College Boulevard
Pensacola, FL 32504

Questions may be mailed to the above address, faxed to 850.484.1839 or emailed to acjones@pensacolastate.edu. The deadline for the College to receive written questions is **4:00 PM CST on Thursday, October 21, 2010**. The College will answer all questions at the same time **on or about Monday, October 25, 2010**.

Mandatory Pre-proposal and Site Visit

A **mandatory Pre-proposal conference** will be held for proposers who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP. There will also be an on-site visit immediately following review of the RFP. Answers to any questions that might arise will be in the form of Addenda to the Request for Proposal, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal. Failure to attend this meeting will result in rejection of your proposal. The pre-proposal conference will be held on **Monday, October 18, 2010 at 9:00 a.m., CST, in Bldg 5, Room 509, Pensacola Campus (off Underwood Drive)**.

- 3.04 Prior to commencement of contract, the successful proposer shall provide the following:
 - (a) "Certificate of Insurance" See 3.20 (D). NOTE: The District Board of Trustees of Pensacola State College, Florida to be named as an additional insured on all policies.
- 3.05 Proposing firms will pay all costs associated with the preparation of proposals and any visits to the campus.
- 3.06 All proposals will be considered valid for 120 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.
- 3.07 The College reserves the right to reject any or all proposals. The College also reserves the right to waive any minor irregularities in the proposals received.
- 3.08 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.
- 3.09 The successful proposer shall supply all fixtures and equipment not already supplied by the College. If limited renovations are needed, the proposer **must** receive prior written approval of the College.
- 3.10 The College does not guarantee the successful proposer any level of revenue, sales or earnings; nor is the College responsible for successful proposer's losses, operation, marketing or financial obligations. Proposer warrants that it is an independent successful proposer and has the necessary authority, knowledge, experience and financial resources to enter into contracts relating to food service operations.
- 3.11 General Information
 - A. Consideration of award will be based on the following:

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

- B. Upon the awarding of the contract, the Vice President for 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 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 food and drink items and include proposed prices.

3.12 Responsibilities of the Successful Proposer and Management of the Food Service Area

The successful proposer shall:

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

Furnish good, prompt and efficient services, adequate to meet all reasonable demands. The successful proposer 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 successful proposer is providing the food service.

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

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 successful proposer and the responsibility, therefore, shall be assumed by the successful proposer.

- C. The manager assigned by the successful proposer may 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 manual food service business with a minimum of five years experience in the food service industry. The successful proposer 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 successful proposer agrees that after the component for full time personnel is filled, additional personnel may be recruited from the student body on a part-time basis as far as practical. The successful proposer 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 successful proposer 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 successful proposer 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 successful proposer will provide bussing of tables in the food service 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 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 successful proposer. **The College closes for a week in March or April for Spring Break and two (2) weeks for the Winter Holidays.**

The hours of service shall be mutually agreed upon by the College and the successful proposer. The college shall use the hours of operation for the Student Center in determining acceptable hours of operation. The proposer will be able to enter Food Service 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 – 2:00 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 successful proposer shall perform all the handling of receipts, change making, banking, accounting, bookkeeping, and time-keeping and payroll functions.
- G. The successful proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin.
- H. Upon request, the successful proposer 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 successful proposer will maintain separate bookkeeping records for the College's operations. At the close of each accounting month, the successful proposer shall render a gross sales report for the month's operations. The successful proposer shall provide to the College an annual statement of sales for the successful proposer's operation. Such statement shall be certified by a Certified Public Accountant.

- I. The contract must be a licensed food proposer in accordance with Florida Health Department Regulations, Chapter 64E-11 and the manager of the food service area must be in compliance with 64E-11.012, Manager Certificate. Proof of license and certificate must be submitted with proposal.
- J. Existing vending equipment will remain in the Student Center, at the discretion of the College. The vending meets student/employee needs beyond those offered by the food service area. A well run competitively priced food service area should not be affected by the vending operation.
- K. All cash sales will be the property of the successful proposer, Furthermore, the successful proposer will be responsible for collecting and remitting sales tax on all food service sales.
- L. The College agrees that competitive food sales and/or free food giveaways conducted by student or employee organizations will not be held in those areas immediately adjacent to the snack bar service area as space permits.

3.13 **Menu**

Menu selections shall be planned to enable the College community clientele to meet appropriate recommended dietary allowances set by the Food and Nutrition Board of the National Research Council. In addition to popularity and cost factors, menus shall be planned to be appealing to sight, taste and smell and shall take into consideration contrasts in color, shape, texture, and flavor of foods. The quality and cost of items sold at satellite sites shall be equivalent to the same items sold in the main dining locations at each site.

Weekly board and retail menus shall be designed to be attractive and posted in prominent places in the dining areas and other locations agreed upon with the College. Daily menus shall be posted in prominent locations of the dining areas and substitution of menu items shall be noted. Proposers may propose other forms of menu distribution.

Purchasing Standards

Food purchased by the successful proposer for use at the College shall meet or exceed the purchasing specifications for each item listed below. Natural, organic and locally grown foods should be considered preferable whenever cost effective. Minimum food specifications as follows:

Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard.

Pork and Lamb - USDA Grade A (#1).

Poultry - USDA Grade A.

Seafood - USDA Grade A.

Eggs - USDA Grade A (Large or Medium).

Dairy Products - USDA Grade A.

Frozen Foods - USDA Grade A Fancy.

Fresh Produce - USDA #1 Quality or Grade "A" Fancy.

Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.

Cheeses such as Cheddar, Swiss, and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as an alternative sandwich

ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.

Ground Beef - USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%.

Veal and Pork steaks shall be solid meat portions - unbreaded and not preformed from chopped or ground meat.

Frankfurters/Hot Dogs - maximum eight per pound, all meat, no filler. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.

Processed lunch meats such as bologna and salami shall be a quality "all meat" or a turkey product.

All meat shall be cut to USDA I.M.P. specifications. All meat cuts shall be in accordance with USDA I.M.P. specifications. The items/portions listed later in this section are intended as minimum standards only, and the successful proposer is encouraged to exceed these minimum standards wherever possible. All other foodstuffs not included in the above specifications shall be of comparable quality.

Purchase of food, supplies, and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), and the National Sanitation Foundation (NSF). In the absence of grade labeling, the successful proposer shall provide the College, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the successful proposer must be prepared to assure the College that all of its food and supply proposers meet, if not exceed, all regulatory body laws and standards.

The successful proposer shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying of all foods and direct supplies.

The College reserves the right to periodically inspect the successful proposer's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

Preparation Standards

The general policy shall be to limit the number of fully pre-prepared food items and to do on the premises preparation of food items and batch cooking as close to time of service as possible. Cook-to-order and progressive cooking should be the normal method of operation, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.

Recipes standardized for quality, yield, cooking procedures, serving containers and utensils, and portion size shall be used in all production units.

Leftover foods shall be kept to a minimum, refrigerated as necessary in shallow pans after each meal, properly covered, and used promptly. All leftovers that require refrigeration shall be properly chilled and stored in one location labeled and dated and served within 24 hours as an extra selection. Leftovers containing items previously frozen cannot be refrozen.

Vegetable shortening rather than animal fat must be used for food prepared on site. The successful proposer is strongly encouraged to purchase food prepared with vegetable shortening. If this is not possible, then the food served must be clearly labeled as containing animal fat.

Service Standards

Hot foods are to be served hot (above 145 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).

Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served, including fresh fruits and vegetables.

All board all-you-care-to-eat operations serving stations and bars are to be kept well stocked, clean, and fresh throughout each serving period. The last customer is to be served as well as the first customer at the meal period. All food items other than desserts will remain at their respective stations for a minimum of 15 minutes after the posted closing time. Desserts must remain available for a minimum of 30 minutes after the posted closing time.

Food items at the servicing stations and salad bars shall be readily identifiable with attractive and individual labels.

Appropriate wrappings for grab and go foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable.

Display and serving areas shall be kept clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas, and floors. Partially used and broken items shall be promptly removed from the serving area.

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

- A. The successful proposer 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 successful proposer's operation at Pensacola State College, and shall, at the sole cost of the successful proposer, 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 successful proposer agrees to observe.

3.15 Payments and reports

- A. The successful proposer 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 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 successful proposer 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 Cashier'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 requests for price adjustments for the ensuing year no later than **April 1**.

Retail and catering prices will be competitive with comparable menu items served by local commercial food operators and by other educational institutions. By April 1st of each year, any proposed price change requests and documentation of the need for each price change (including increased food and labor costs and comparisons to similar College accounts) will be submitted to the College for its review and approval. Price increases, if approved, will be effective on July 1 of each contract year. Price increases requested should be based upon the following documentation:

- a) Increases for similar portions/products in similar food operations in the Northwest Florida urban market area (a price survey will be required).
 - b) Increases in the U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast.
 - c) Increases in the U. S. Department of Labor Regional Statistics for labor cost increases in similar job categories and actual increases given to employees.
- D. Upon request, the successful proposer 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 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 successful proposer 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 successful proposer. 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 successful proposer 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 successful proposer 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 successful proposer 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 food service premises and equipment, with or without notice, to make periodic inspections of all of the successful proposer's facilities and equipment. The successful proposer 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 successful proposer 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 successful proposer. The successful proposer 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 successful proposer except in the case of emergency.

3.20 Indemnification

- A. The successful proposer 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 successful proposer.

- 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 successful proposer shall indemnify, hold harmless, and defend The District Board of Trustees of 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 successful proposer, 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 successful proposer or the Board or otherwise.

- C. The successful proposer, 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 successful proposer'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 State College, Florida shall be named as additional insured on all policies.

INSURANCE: The successful bidder shall provide original ACORD insurance policies within three to five days of proposal award and shall file an original ACORD Certificate of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. The limits are as follows:

(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 \$200,000.00 per claimant, and \$300,000.00 per incident or occurrence. The District Board of Trustees of 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 \$200,000.00 per claimant, and \$300,000.00 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 of Pensacola State College, Florida, as additional insured.

NOTE: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence and shall control.

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 successful proposer shall promptly obtain a new and satisfactory policy in replacement. If determined necessary by the College representative, the successful proposer 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 successful proposer.

3.21 Assignment, sublease, use of facility

- A. The successful proposer 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 successful proposer shall not sublease any portion of the food 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 successful proposer shall be removed on or before the expiration of the contract. In the event of termination, the successful proposer 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 State 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 successful proposer shall fail to remove property upon the expiration or termination hereof, the College may, at its option, as agent for the successful proposer and at the successful proposer'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 successful proposer to the college, and any balance remaining shall be paid to the successful proposer. Any excess of the cost of removal over the proceeds of sale shall be paid by the successful proposer.

3.23 Availability of Records

The successful proposer 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 successful proposer from the Pensacola State College operation. The successful proposer 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.

These reports will include, at a minimum, the following:

Retail/Branded & Concessions Concepts:

- a) Commissions for the period.
- b) A summary of gross sales and sales tax.
- c) Customer counts by meal period (breakfast, morning break, lunch, afternoon break, and evening).
- d) Average check (sales divided by customer count).
- e) Per capita sales (sales divided by the total number of students and staff on campus).
- f) Sales mix (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts).
- g) Cash versus debit card sales.

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 successful proposer 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.

3.24 Responsibility of the College

The College shall:

- A. Furnish space on its premises for the successful proposer to use as food service operation.
- B. Provide major building repairs and maintenance for the food service area. Major building repairs and maintenance include repair of HVAC system, roof system and structural components.

- C. Furnish the successful proposer electrical, water, and HVAC with what is already in place for operating the Food Service and related areas. Use of such utilities by the successful proposer 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 successful proposer 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 successful proposer 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 successful proposer does not fully remedy said default within fifteen (15) days, then the College may, by written notice to the successful proposer, 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 successful proposer, nor during the term of this agreement.

3.28 Credit

The successful proposer 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 successful proposer 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 successful proposer will remain the sole ownership of the successful proposer, who will also be responsible for its maintenance and repair. The college will not be obligated to purchase any equipment or reimburse the successful proposer 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 POSTING OF PROPOSAL TABULATION

Posting of proposal tabulation of intent to award will be available for review by interested parties in the Purchasing Office and at <http://www.pensacolastate.edu/visitors/proposers/currTabs.aspx> on or about **Friday, November 19, 2010** 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.

5.0 INSTRUCTIONS FOR PREPARING PROPOSALS

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions contained in the Proposal Submission Requirements (with particular emphasis on the **Mandatory Responsiveness Requirements**).

Proposals are due at the time and date specified in the RFP Award Schedule including review of mandatory responsiveness requirements and shall be submitted to Pensacola State College, Purchasing Department, 1000 College Blvd., Pensacola, FL 32504. Proposals received late will not be considered and no modification by the proposer of submitted proposals will be allowed. No College staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

Before award, the College reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any proposer deemed eligible for contract award. Failure to provide requested information may result in rejection of the proposal.

The College shall not be obligated to pay for information obtained from or through any proposer prior to entering into a contract with the successful proposer. Once opened, proposals become the property of the College and will not be returned to the proposers.

I. 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 1, 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.

II. Mandatory Responsiveness 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.

III. Proposal Submission Requirements - Mandatory

a. Tab 1 – Transmittal Letter with Executive Summary

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis 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 synopsis 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 Transmittal Letter with Executive Summary shall be signed by a representative of the proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under **Tab 1** of the proposal.

The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- i. Information indicating that the proposer is a corporation or other legal entity, if applicable.
- ii. 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.
- iii. Information on the proposed project team identifying each team member, skills, background, technical achievements and experiences.

The proposer shall also provide the following:

- iv. A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the Contract terms to be included in the College's Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- v. Proof that the proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the proposer's document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
- vi. The proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.

- vii. 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 of five percent (5%) or more in the proposer or its affiliates, including parent corporations. If no, a statement to that effect, as applicable, shall be provided.
- viii. A statement affirmatively certifying that the proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
- ix. The proposer's e-mail address or a statement certifying that an e-mail address will be available for the successful proposer's Representative by the start date of any contract resulting from this RFP.
- x. 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.
- xi. Proposer shall also indicate whether successful proposer or successful proposer's personnel have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning such findings or other charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall provide copies of all records in this regard and shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.
- xii. Proposers shall provide a schedule including frequency and performance of the maintenance service procedures specified in this RFP.
- xiii. Proposers shall provide a preventative maintenance schedule.

b. Tab 2 – Proposer's Business/Corporate Background - Mandatory

The Proposal shall include a (narrative) synopsis of the Proposer's Business/Corporate background and past education and experience addressing the following requirements and insert under Tab 2 of this Proposal.

- i. **Business/Corporate Background**
The background of the Proposer and each subcontractor (if subcontracting is indicated), which, at a minimum, shall include:
 - a) Date established;
 - b) Ownership (public company, partnership, subsidiary, etc.);
 - c) Primary type of business and number of years conducting primary business;
 - d) List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
- ii. **Narrative of Past Experience**
Details of the proposer's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the College is able to judge its complexity and relevance.
- iii. A list of all current contracts. If voluminous, at least 10-15 contracts related to the scope of service shall be listed. The list shall include names of the entity

contracted with, addresses, phone numbers, e-mail addresses, name of Contract Manager(s) or senior official responsible for the Contract.

- iv. A list of contracts the proposer has provided services under that were terminated or cancelled prior to original expiration date by any party or for which proposer requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.
- v. Summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state, or other regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposer's entity including work as a partner, joint venture or subcontractor (proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
- vi. Summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operation experience (i.e., specialized accreditations, grant awards, etc.).

Note: The College reserves the right to use all information provided in determining responsibility of proposer, as well as any other information the College may obtain through any means that bears on the issue of responsibility.

c. Tab 3 – Attachment C - Drug-Free Work Place Form - Mandatory

The proposer shall complete and return Attachment B – Drug-Free Work Place Form of this RFP and insert under Tab 3 of the Proposal.

d. Tab 4 - Attachment E – W-9, Request for Taxpayer Identification Number and Certification Form - Mandatory

The proposer shall complete and return Attachment E – W-9, Request for Taxpayer Identification Number and Certification Form of this RFP and insert under Tab 4 of the Proposal.

e. Tab 5 - Proposer's Financial Statement - Mandatory

The purpose of this subsection is to provide the College with a basis for determining the proposer's financial strength, competence and experience.

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the successful proposer" and insert it under Tab 5.

- i. The most recently issued audited financial statement (or if unaudited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant). All statements shall include the following for the most recently audited (immediate past) year:
 - ii. auditors' reports;
 - iii. balance sheet;

- iv. statement of income;
- v. statement of retained earnings;
- vi. statement of cash flows;
- vii. notes to financial statements; and any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

Failure to provide any of the aforementioned financial information may result in proposal disqualification.

NOTE: The College acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The College also acknowledges that a proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the College in determining whether the proposer has the financial capability of performing the Contract to be issued pursuant to this RFP. The proposer **MUST** provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the proposer itself.

All documentation provided will be reviewed by the college and should, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability. The proposer shall include the Financial Statement and insert under Tab 5 of the Proposal.

f. **Tab 6 – Staffing and Personnel - Mandatory**

Staffing and Personnel:

The proposal shall include a consolidated personnel/staffing plan that includes, but is not limited to:

- ✓ Brief job profiles and descriptions for staff members who will serve this account.
- ✓ Resumes for proposed site management team for this account. Also include resumes for the District or Area Manager and any other local area/regional managers with responsibility or support functions with this account.

g. **Tab 7 – Attachment A - Price Proposal Sheet - Mandatory**

It is **mandatory** that the proposer complete and return **Attachment A – Price Proposal Sheet** of this RFP and insert it under Tab 7 of the Proposal.

Price Proposals should be submitted with the most favorable terms the proposer can offer. The College may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer. Each Proposer shall submit the completed Price Proposal – Attachment A. By submitting

an offer under this RFP, each Proposer warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive. All Price Proposals shall identify the name of the proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices bid. All price table calculations will be verified for accuracy by the Purchasing Department staff assigned by the College.

h. Tab 8 – Attachment H - Addendum Acknowledge Form – Mandatory, If applicable

It is **mandatory** that the proposer complete and return all **Addendum Acknowledgement Form(s)** if issued for this RFP and insert under Tab 8 of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received a RFP package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website: <http://www.pensacolastate.edu/visitors/proposers/currTabs.aspx>. All parties are responsible for monitoring this site for new or changing information relative to this procurement.

i. Tab 9 – Additional Requirements & Documentations

The Proposal shall also provide the following requirements and insert under Tab 9 of this Proposal.

- **Menu**
The submission of the proposal must also be accompanied by a proposed menu listing. This listing should include proposed menu items for breakfast, lunch and dinner meals (If breakfast and/or lunch meals are applicable), and should include proposed prices.
- **Retail Service (if applicable):**
Please submit a plan to operate the retail operations of your business at the College to include, but not be limited to:
 - Concepts.
 - Décor.
 - Menu.
 - Prices and Portions.
 - Staffing (including Weekly FTE's).
 - Marketing Plan/Strategy.
- **Staffing and Personnel:**
Please submit a consolidated personnel/staffing plan that includes, but is not limited to:
 - Pro forma staffing charts for all operations including position titles, times scheduled to work and wage rates. Provide a summary of FTE's scheduled per week for the College along with a total FTE count for hourly and salaried personnel. All student worker opportunities should be identified as such.
 - Brief job profiles and descriptions.

- An outline of the Employee Training Manual.
 - Basic employee policies and procedures.
 - Resumes for proposed site management team for this account.
 - Benefit packages (health and related insurance coverage, vacations, holidays, sick leave, etc.) and minimum qualifications to receive these benefits. Include any co-pay requirements for both salaried and hourly personnel.
- Nutrition Programs:
Please describe in detail any types of nutrition awareness programs that would be initiated at the College and how these programs will be promoted. Examples of such programs would include programs for those with chronic dietary issues (diabetes, low-cholesterol & low sodium needs, etc), religious diet preferences, and various degrees of vegetarian diets.
- Marketing Plan:
Submit a marketing plan that addresses the following:
 - Marketing the retail services.
 - Marketing commuter meal plans to faculty, staff and non-resident students.
 - All marketing data (i.e. results of any intercept or web based surveys) collected (during site visits) at the College that support the concepts your firm is presenting with this proposal.
- Branded Products:
Please indicate whether or not your firm will feature any branded products in any of its concepts. If yes, please disclose those brands here and indicate what, if any, contractual or franchise commitments and the resultant financial impact. What additional impact will result from your decision to bring that branded product to the College; i.e., has your firm agreed to have XYZ deli meats exclusively for a period of time?
- Quality Assurance:
Please submit a plan to provide quality assurance with respect to all aspects of the College dining program to include:
 - Sample inspection/quality audit forms used internally and as part of any district/regional visitations.
 - Follow-up procedures for customer complaints.
 - A plan for ongoing as well as periodic customer service monitoring.
- Forecasting
Please submit a plan to provide merchandising, production, and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification, and deletion of unpopular items and so forth.
- Training
Describe the training and supervision process that will be implemented and sustained to assure the College that proper food handling, holding, transport, and service standards are in place and consistently utilized.
- Equipment Maintenance:
Please submit a plan to assure the College that all food service employees will receive initial and ongoing training in the proper use and cleaning of all College owned capital equipment.
- EPA
Environmental Protection Agency Oil Spill Prevention, Countermeasure and Control Plan: Please submit a plan to assure that your firm is in compliance with

the requirement to control the storage and disposal of waste grease or cooking oil.

PROPOSAL CONTENT

A. Cover Letter

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 Food Service Area, and why the proposer would be the best selection. An authorized representative of the proposing entity must sign the cover letter.

B. Requirements

1. **Describe the proposed food service area:** 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)**
2. **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. **(Weight: 10 points)**
3. **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: 15 points)**
4. **Menu:** Submit a proposed menu, with prices and sizes (in ounces), that considers a target audience of children, teens, adults and senior citizens. The menu should include brewed beverages, hot, iced and icy type products, and complementary food items. Please indicate whether they are individually wrapped. Describe the procedure to rotate menu items in order to offer variety, yet preserve "mainstays". Describe the supplies and products proposer uses that demonstrate recyclable and environmentally friendly qualities. **(Weight: 35 points)**
5. **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: 5 points)**
6. **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 the college before implementation). **(Weight: 10 points)**
7. **Commission or Management Fee:** List the proposed commission by percentage per month on gross receipts or the proposed management fee. **(Weight: 20 points)**

The weighting of each of the preceding areas has been provided to give proposers an idea of the relative importance of each element to Pensacola State College.

6.0 EVALUATION OF PROPOSALS

Proposal tabulations will be posted for review by interested parties on the bulletin board at Pensacola State College, Purchasing Office, Administration Building, Room 737, Pensacola, Florida 32504. The tabulation will remain posted for a period of seventy-two (72) hours.

I. Evaluation Method

An Evaluation Team will review the responses to this Request for Proposal. The Evaluation Team will make a recommendation for award of the contract based on which proposal, in the opinion of the team, will meet the best interests of the College. The recommendation for an award will then be forwarded to The District Board of Trustees of Pensacola State College, Florida for approval.

II. Proposal Criteria

a. Evaluation Criteria / References

The total amount of points recorded shall be utilized in the evaluation of the written proposals presentations. The Evaluation team may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.

Proposers will be evaluated based upon their previous experience and current ability to enhance the dining options at the College's food service area.

The following will be considered in evaluating each response:

- Previous experience related to manual food service
- Previous experience in an environment similar to that which exists at Pensacola State College
- Customer service practices
- Menu of offerings
- Benefit(s) to Students
- Sustainable Practices
- Commissions or management fee to be provided to the College

b. Evaluation Criteria for Written Proposals

7. Attachments

Some of the following attachments contain information for your viewing while some **shall** be completed and returned with your proposal to fulfill the requirements of this RFP. If additional space is needed in order to accurately complete these forms, duplicates of the forms may be made.

Attachment A – Price Proposal

Attachment B – Drug-Free Work Place Form

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

Exhibit A – A footprint of the Food Service Area (Information Only)

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

PRICE SHEET

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.

Or

Explain an alternative solution than payment by commission (Use additional sheets if necessary):

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE RFP's - Whenever two or more Proposals 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 Proposal received from a business that certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied proposers have a drug-free workplace program, or if all of the tied proposers 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 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 PROPOSAL 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 PROPOSAL, 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 Representative: _____

Typed or printed name of representative: _____

Responding Proposer name: _____

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
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Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester'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 Line 1 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 <i>How to get a TIN</i> on page 3.	
	Social security number : : : : : : : : :
or	
	Employer identification number : : : : : : : : :
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	

Part II	Certification
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. 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 ▶
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

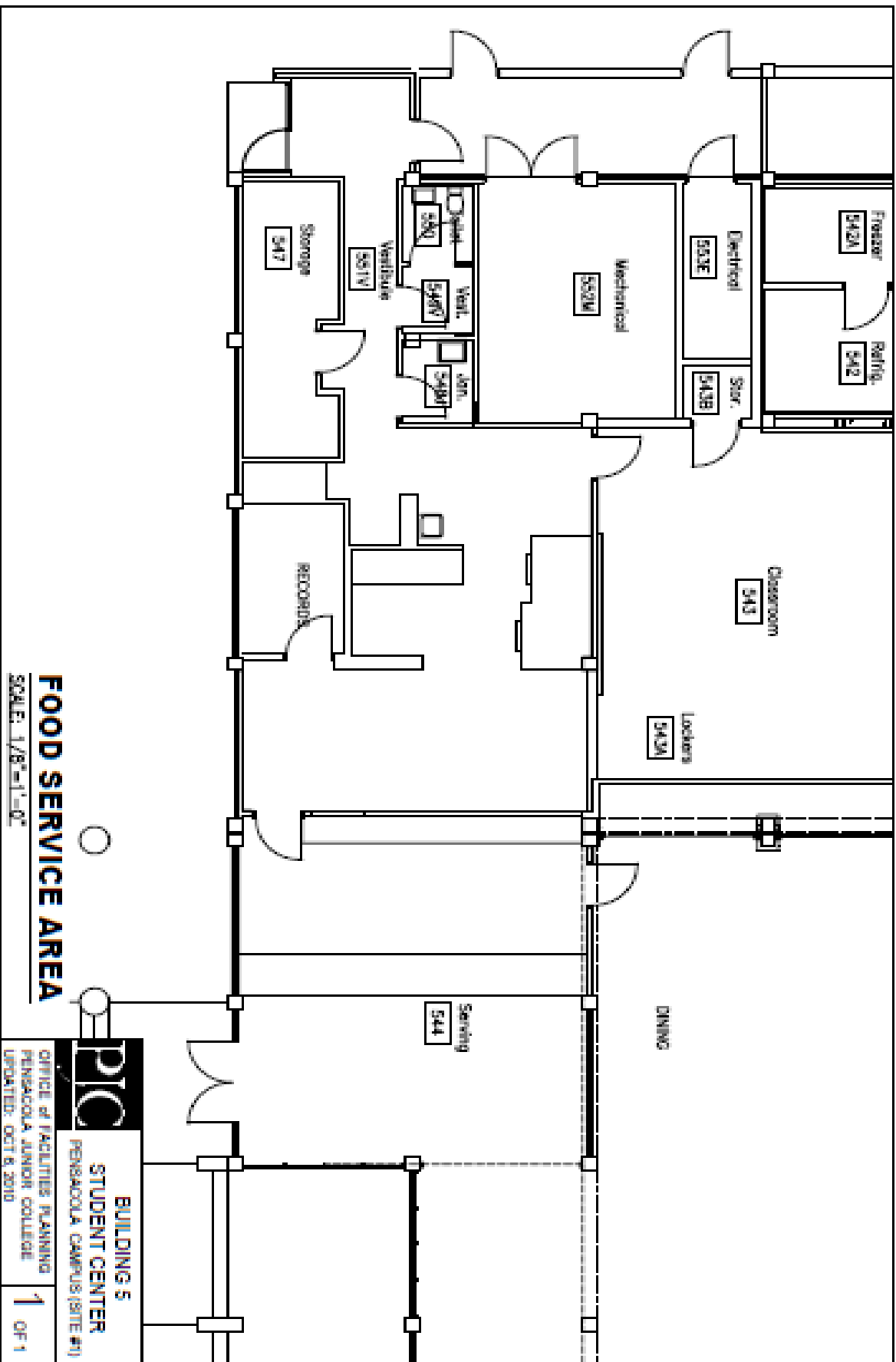
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



FOOD SERVICE AREA

SCALE: 1/8" = 1'-0"

PJC
BUILDING 5
STUDENT CENTER
 PENSACOLA JUNIOR COLLEGE (SITE #1)

OFFICE OF FACILITIES PLANNING
 PENSACOLA JUNIOR COLLEGE
 UPDATED: 05/16/2010