

# Palm Beach State College

## REQUEST FOR PROPOSALS

RFP #1112-04

RFP Title: Dining, Catering Services

Date: 11/08/2011

To: All Submitters

From: Purchasing Manager

You are invited to submit sealed proposals subject to the terms, conditions, and specifications contained herein and are hereby made part of this request.

- All proposals must be executed and submitted in a sealed envelope.
- Faxed proposals will not be accepted.
- The face of the envelope shall contain the "Request for Proposals #1112-04"
  - the proposal name "Dining/Catering Services"
  - the company name
  - delivered to:

**Purchasing**

Palm Beach State College  
4200 Congress Avenue, MS #27  
Lake Worth, FL 33461

- All proposals must be received at the address above no later than 3:00 PM, 12/06/2011.
- Proposals will be opened publicly at that time.
- Proposals received after this date and time will be rejected.
- Proposals will not be evaluated at this time.
- The evaluation date and time is noted in the RFP document.

With the consent and agreement of the successful proposer, purchases may be made under this RFP by other community colleges, state universities, district school boards, and by other Florida public entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (d).

Proposers shall note exceptions to the above paragraph, if any.

In order to insure uniformity, all proposals must be submitted according to the instructions within the RFP. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Request for Proposals (RFP) to the Purchasing department, in writing, by e-mail: [purchasing@palmbeachstate.edu](mailto:purchasing@palmbeachstate.edu)

All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice.

# TABLE OF CONTENTS

<b>SECTION A: GENERAL CONDITIONS</b> .....	<b>3-6</b>
<b>SECTION B: SCOPE OF SERVICES AND REQUIREMENTS</b> .....	<b>7</b>
1. PROJECT SUMMARY.....	7
2. SCHEDULE.....	7
3. CONTRACT TERM .....	8
4. PROJECT STATEMENT OF WORK .....	8
<b>SECTION C: INSTRUCTIONS AND INFORMATION</b> .....	<b>13-18</b>
1. PROCESS FOR SUBMITTING PROPOSALS .....	13
2. EVALUATION CRITERIA .....	13-18
3. STANDARD TERMS AND CONDITIONS.....	18
<b>APPENDIX A: SUBMISSION RESPONSE FORM</b> .....	<b>19</b>
<b>APPENDIX B: FORM FOR SUBMITTING QUESTIONS</b> .....	<b>20</b>
<b>APPENDIX C: FORM FOR SUBMITTING NO BID</b> .....	<b>21</b>
<b>APPENDIX D: INFORMATION OF IMPORTANCE</b> .....	<b>22-24</b>

# Section A

## GENERAL CONDITIONS

To insure acceptance of the bid, follow these instructions:

<p><b>SEALED PROPOSALS:</b> All proposals must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery or the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p><b>DEFINITIONS:</b> [College] refers to Palm Beach State College. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.</p>
<p><b>EXECUTION OF PROPOSAL:</b> Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p><b>PROPOSAL OPENING:</b> Shall be public, at the address indicated on the RFP document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax, email or telephone will not be accepted.</p>
<p><b>PRICES, TERMS and PAYMENT:</b> Firm prices shall be quoted, typed or printed in ink, and includes all packaging, handling, shipping charges and delivery to the destination shown herein.</p>	<p><b>NO BID:</b> If not submitting a proposal, respond by returning the State of "NO BID" form, and explain the reason.</p>
<p><b>EVALUATION OF PROPOSALS:</b> The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers, scoring the overall highest evaluation points.</p>	<p><b>CONDITION AND PACKAGING:</b> It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p>
<p><b>AWARDS:</b> In the best interest of the College, the College reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p><b>TAXES:</b> The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>
<p><b>DISCOUNTS:</b> Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p><b>MISTAKES:</b> Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p><b>CLARIFICATION/CORRECTION OF BID ENTRY:</b> The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p><b>COSTS:</b> The College is not liable for any costs incurred by a proposer in responding to this RFP, including those for presentations, when applicable.</p>
<p><b>SAFETY STANDARDS:</b> Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. Failure to comply with the condition will be considered as a breach of contract.</p>	<p><b>UNDERWRITERS' LABORATORIES:</b> Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>

<p><b>PAYMENT:</b> Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, be free of damage/defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original invoice should be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number should appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p><b>FREIGHT TERMS:</b> All goods will be delivered F.O.B. Palm Beach State College Central Receiving 4200 Congress Avenue Lake Worth, FL 33461 Unless otherwise specified</p>
<p><b>DELIVERY:</b> Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>	
<p><b>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:</b> Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be considered incomplete with the specifications as listed on the proposal form.</p>	<p><b>CONFLICT OF INTEREST:</b> The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee or relative of the Palm Beach State College. Further, all proposers must disclose the name of any employee or family member thereof, who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have 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.</p>
<p><b>ADDITIONAL QUANTITIES:</b> The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: <b>For Specified Quantity Only.</b></p>	<p><b>SERVICE AND WARRANTY:</b> Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>
<p><b>NONCONFORMANCE TO CONTRACT CONDITIONS:</b> Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in RFP and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor pool.</p>	<p><b>SAMPLES:</b> Samples of items, when required, must be furnished free of expense, on or before RFP opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p><b>PURCHASES BY OTHER ENTITIES:</b> With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2) (d).</p>	<p><b>PUBLIC RECORD LAW:</b>Any material submitted in response to this RFP will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this RFP.</p>
<p><b>GOVERNMENTAL RESTRICTIONS:</b> In the event any governmental restrictions may be imposed that necessitate alteration of 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 in their letter the specific regulation which required an alteration. The College reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p><b>LEGAL REQUIREMENTS:</b> 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 person(s) submitting a RFP 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 bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p><b>LIABILITY:</b> The supplier shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of this contract.</p>	<p><b>ASSIGNMENT:</b> Any Purchase Order issued pursuant to this RFP invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>
<p><b>EMPLOYMENT OF ALIEN WORKERS:</b> The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.</p>	<p><b>AVAILABILITY OF FUNDS:</b> The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>

<p><b>CONTRACT:</b> The College will provide a contract subject to the terms and conditions of this RFP. By bidding, the proposer agrees to these terms unless otherwise stipulated in writing and agreed upon by both parties.</p>	<p><b>PUBLIC MEETING NOTIFICATION:</b> All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.</p>
<p><b>INSPECTION, ACCEPTANCE AND TITLE:</b> Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the College.</p>	<p><b>CONSORTIUM PURCHASE:</b> When an RFP is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p><b>ADDENDA:</b> All addenda to this RFP will be posted to the Palm Beach State College Purchasing web page containing the original solicitation. <a href="http://www.palmbeachstate.edu/purchasing.xml">www.palmbeachstate.edu/purchasing.xml</a></p>	<p><b>PRE-DECISION DISCUSSIONS:</b> Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p><b>STATE LICENSING REQUIREMENT:</b> All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.</p>	<p><b>DISPUTES:</b> In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>
<p><b>PUBLIC ENTITY CRIME INFORMATION STATEMENT:</b> All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."</p>	<p><b>RETENTION OF RECORDS:</b> Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this RFP and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p><b>ANTI-DISCRIMINATION CLAUSE:</b> The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p><b>PROTEST:</b> "Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." All protests must be delivered to the Purchasing Manager within the time prescribed in Chapter 120, Florida Statutes to be considered valid.</p>
<p><b>DISCRIMINATORY VENDOR'S LIST:</b> Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p><b>AMERICANS WITH DISABILITIES ACT:</b> The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this RFP may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts</p>
<p><b>SUBCONTRACTORS:</b> The proposer is fully responsible for all work performed under the Contract resulting from this RFP. The proposer may, upon receiving prior written consent from the College's Purchasing Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer.</p>	<p><b>REJECTION OF PROPOSALS:</b> The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed.</p>

<p><b>INSURANCE REQUIREMENTS:</b> When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following:</p> <ol style="list-style-type: none"> <li>1. Workers compensation and employee's liability in accordance with the laws of the State of Florida.</li> <li>2. Bodily injury liability, minimum of \$1,000,000 per person and \$1,000,000 per accident.</li> <li>3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.</li> <li>4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.</li> <li>5. Contingent coverage for sub-contractors for liability at the site.</li> </ol> <p>The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>	<p><b>PROPOSAL INQUIRIES:</b> The proposer may examine this RFP to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this RFP shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this RFP, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications</p>
<p><b>VERBAL INSTRUCTIONS:</b> No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this RFP shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p><b>TERMINATION AT WILL:</b> The Contract resulting from this RFP may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery</p>
<p><b>INCLUSION OF SUPPORTING DOCUMENTS:</b> All those submitting sealed replies in response to this Request for Proposals understand that the RFP document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p><b>PROPOSED RULES FOR WITHDRAWAL:</b> A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>
<p><b>FORCE MAJEURE:</b> Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this RFP or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.</p>	<p><b>SUBSTITUTION OF KEY PERSONNEL:</b> In the event the successful proposer desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the College shall have the right to approve or disapprove the desired personnel change in advance in writing.</p>

# Section B

## SCOPE OF SERVICES AND REQUIREMENTS

### B1. PROJECT SUMMARY

Palm Beach State College is requesting competitive proposals from licensed and qualified food service contractors interested in entering into an agreement to provide food services to include dining and catering.

Interested respondents must be licensed and meet all other requirements as may be required by law. The District Board of Trustees of Palm Beach State College will consider contracting with a food service provider for the dining and catering services pursuant to this RFP. According to Palm Beach State College Board Policy, Food Service may be contracted to an approved vendor or vendors. Vendor selection shall be made in accordance with state rules and College policy.

The intent of this Request for Proposal is to select one contractor to provide dining and catering services for Palm Beach State College's three coastal campuses. The goal is to provide a level of service to students, faculty, staff and visitors comparable to the finest auxiliary services operations and to provide sincere interest to serve with pride as well as a desire to provide a service that is sensitive and responsive to the needs of the College and its students. This mission will be accomplished by achieving the goals of customer satisfaction through a total quality management perspective.

Generally, the services will include, but not be limited to, the following types of services:

- Cafeteria services for all three coastal campuses (Please see Appendix D for locations)
- Catering services (non-exclusive)
- Feasibility of operation of carts or kiosks at future sites

The College reserves the right to add services during the contract period under the same terms and conditions of this agreement.

Palm Beach State College reserves the specific right to award this contract based on non-economic factors if, in the opinion of the College, it is in the College's best interest. Palm Beach State College wishes to establish and sustain a mutually beneficial working relationship with a company that can clearly demonstrate its understanding of the campus community and effect creative and innovative ways to achieve an operationally and financially successful foodservice program.

### B2. SCHEDULE: This request for proposals will be governed by the following schedule:

Release of RFP	11/08/2011
Campus Tours (optional)	11/21/2011
Pre-proposal Conference ( <b>MANDATORY</b> )	11/22/2011
Deadline for Written Questions	11/22/2011
Answers to Questions posted on Palm Beach State College Purchasing website <a href="http://www.palmbeachstate.edu/purchasing.xml">www.palmbeachstate.edu/purchasing.xml</a>	11/29/2011
Proposals Due	12/06/2011
Committee Evaluation Meeting	12/12/2011
Finalist companies invited to make oral presentations (Short list announced)	12/13/2011
Onsite presentation and sampling by finalists	01/13/2012
Committee Evaluation Meeting	01/17/2012
Post recommended award on Palm Beach State College Purchasing website <a href="http://www.palmbeachstate.edu/purchasing.xml">www.palmbeachstate.edu/purchasing.xml</a>	01/23/2012
Vendor recommendation presented to Board of Trustees (pending successfully negotiated contract)	02/21/2012

**B3. CONTRACT TERM:** The anticipated contract period will be from **06/01/2012**, through **02/28/2014**, with options to renew for two (2) additional two (2) year contract periods with start and end dates to coincide with the spring break period for the academic year.

**B4. PROJECT STATEMENT OF WORK**

Food Services at Palm Beach State College play an important role in the daily life of our students, faculty, staff and visitors to our campus. The importance is not limited to nutrition and health but also provides opportunities for socialization and relaxation.

In the broadest sense, this RFP seeks to establish a contract for the food service facilities owned by Palm Beach State College which will provide to students, staff, faculty, alumni and visitors a dining service operation reflective of an inclusive living and learning community. The College believes that a student's experiences outside of the classroom contribute greatly to the overall College experience and it is our intention to select a Vendor that will help to create this environment. The selected Vendor must provide quality and value to the campus while offering opportunities for students and faculty to share experiences outside of the classroom.

The selected Vendor will have proven success in retail dining establishments, preferably in a higher education environment. The Vendor will become a partner with the College in developing our current services to the maximum potential and will be an innovative force in the future growth of services and facilities.

The food services Vendor must design and maintain a food service program that enhances the quality of life for the student, faculty and staff and enhance the total quality of the educational experience. This charge to the contractor requires:

- An experienced professional management staff
- The offering of quality nutritious foods attractively and courteously served in a clean and sanitary environment
- Satisfying portions at reasonable prices
- A well-trained workforce
- Convenient service schedules
- A customer first attitude
- Economically sound operation practices

The Vendor selected through this RFP process shall furnish all supervision, labor, and supplies required for the satisfactory performance of the work. The Vendor shall employ trained, reliable, quality conscious workers. The contractor shall at all times, enforce strict discipline and good order among its employees. It is intended that the services include all functions normally considered a part of a satisfactory food service operation whether or not listed herein.

Services to be performed under this contract shall be subject to inspection and approval by the designated College representative(s). The College representative expects to meet with the Vendor monthly, at a minimum, to solve any problems or issues which may arise.

**B4.1 CAFETERIA SERVICES**

Services will include the complete operation of the existing cafeterias located on all 3 coastal campuses, as well as those operations implemented as a result of future additions and/or proposals received in response to this RFP.

The Vendor will provide the menu choices that include, but are not limited to, healthy food selections, deli selections, pizza selections, grill items, hot food selections, fountain and bottled beverages, breakfast items, coffee services, desserts and snacks. Brand name selections are desirable and may include, but not limited to offerings of brands such as Subway, Taco Bell, Pizza Hut, Dominoes, Starbucks, Dunkin' Donuts, etc. In addition, the Vendor will provide grab and go items such as, but not limited to, premade salads, sandwiches, etc. The College currently has a popular Dunkin' Donuts franchise operating at the Lake Worth and Palm Beach Gardens campuses. It is the College's preference that an agreement be reached by the Vendor and Dunkin' Donuts to continue the operation of this franchise. In the event that an agreement cannot be made, the College reserves the right to contract this service.

The Vendor will provide the College representative with written menus and pricing structures. Any request for change in pricing structure by Vendor must be submitted in writing to the College representative and will be subject to approval.

The Vendor shall maintain hours of operation as mutually agreed. Food Service operations shall be open continuously while school is in session. The College reserves the right, during non-operating hours, to utilize food service areas for other purposes which do not include food service. The College will notify the Vendor in advance of such use. The Vendor will not be responsible for damage



or theft to food service areas when used by the College in the Vendor's absence. The Vendor will notify the College representative immediately upon discovery of damage or theft.

Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Any debris or other spillage shall be removed promptly from counters, steam tables pans, general serving and dining areas and floors.

All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of food selections as the first customer. Serving lines are to be well- staffed with personnel. Sufficient quantity of menu items shall be available throughout the entire serving period.

All food shall be garnished for attractive presentation whenever possible. Food items at the service stations and salad bars shall be readily identifiable with attractive and individual labels. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Vendor shall adhere to the general food service industry guide.

Food shall be prepared and cooked the day it is to be served and as close the meal period as times permits. Leftover foods will be kept to a minimum, properly stored (Dated, refrigerated and served within 24 hours, or frozen). Non-frozen leftover food shall only appear as an extra item and should be disposed of after the 24-hour period. Frozen leftovers such as beef, poultry, and pork items, should only appear on the menu as reworked items.

The College agrees to use college information networks to promote menus offerings. The vendor may submit monthly/weekly menus and special events for distribution to faculty staff and students via college information networks. The Vendor will restock advertised menu items regularly.

#### **B4.2 CATERING SERVICES**

Palm Beach State College expects the Vendor to provide the very finest catering program to the college community. The catering rights will be granted on a non-exclusive basis.

Catering is seen as an opportunity for Palm Beach State College to put its best foot forward to the community. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners. The Vendor must demonstrate the knowledge, experience, and capability necessary to meet the College's full range of catering needs. Palm Beach State College will expect its food services partner to be able to provide high quality catering services for a variety of College events. Services should include event planning and coordination as well as a variety of choices at competitive pricing.

There are distinctly different levels of service to be provided to the College. The Vendor will provide a basic catering guide with available items and prices. All prices will include all costs associated with a given service. Catering guides shall include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, china service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out. The Catering Guide shall also include a statement that the Vendor will work with customers to create custom menu choices. Any request for change in catering brochure pricing structure by the Vendor must be submitted in writing to College representative and will be subject to prior approval.

As catering rites are on a non-exclusive basis, the program must earn business by providing the best quality, prices and service.

The Vendor shall conduct the catering services operation in a safe, efficient and sanitary manner. The Vendor shall comply with any and all applicable laws, ordinances, rules and regulations effecting the operation of the food service.

#### **B4.3 OPERATIONS AND MANAGEMENT**

The Vendor shall assign a full-time qualified manager, acceptable to the College, who shall be responsible for efficient operation of all food service and catering. The manager shall be "on-call" and shall be responsible for operations of the Vendor under the Contract.

The contractor shall be responsible for providing food handler certificates and/or another other licensing/certifications as required by law and shall make such records available for review upon the College's request.

The Vendor shall require that all food service personnel wear clean, distinctive uniforms, and shall follow general food service industry established hygiene practices in handling of food. The Vendor shall provide its employees with proper instruction and training in customer relations and functional job related skills.

The Vendor shall be responsible for the supervision, direction and annual safety training for his/her employees in Food Handling Safety, Right to Know, Blood-borne Pathogens, and hazardous waste training. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on college property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on college property.

The Vendor shall, at all times, maintain an adequate staff of employees on duty to assure efficient operation and will provide proper supervision. Only employees acceptable to the college will be assigned for duty. The Vendor will require their employees to comply with instructions pertaining to conduct and building rules and regulations. The Vendor agrees to employ, train and promote as much student labor as practical in its operations, provided that the Vendor shall determine, in its sole discretion, the amount of such student labor that it may practically train and employ.

The Vendor shall immediately honor any request by the College for removal of any of the Vendor's employees who are deemed unsuitable by the College for any reason.

The Vendor agrees to comply with any and all rules and regulations of the College, now or hereafter promulgated, regarding food or catering services. The College reserves the right to make and enforce such reasonable rules and regulations as in its judgment may be necessary or advisable from time to time to promote safety, care and cleanliness in the food service areas.

The College reserves the right to periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of the food service and facilities at any time with respect to quality, quantity and production of all food items, hours of meal service, prices, safety, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to the College.

The College shall entrust the Vendor with duplicate keys to the food service areas. The Vendor shall have control of the entrances and exits of the cafeteria/kitchen, and will assure that the same are locked and unlocked at such times as will accommodate all uses of the food service location and otherwise maintain the locations' security. Should Campus Security officers need to unlock any access to the food service location, re-securing same area will become their responsibility. The College's representative will have the right to enter the location and all parts thereof at all times. If the College decides to change any of the locks on any of the doors in or about the food service location, it shall provide duplicate keys for such new locks to the Vendor. The Vendor shall not change the locks on any doors without the College's advance written consent, and then only upon the Vendor providing the College's representative with duplicate keys for any such locks that are changed. If the Vendor loses any of the keys that are entrusted to it, the Vendor is responsible for the cost of changing any and all locks or similar devices.

The Vendor shall not use the name of the College in any way, including on paper cups, paper plates, napkins, matches, vehicles or condiments unless approved in writing by the College. All design, advertising and lettering of textile or paper goods shall be subject to approval by the College.

#### **B4.4 BEVERAGE AND SPONSORSHIP AGREEMENT**

Palm Beach State College has an exclusive beverage agreement with PepsiCo until August 31, 2016. The Vendor must purchase all beverage products directly from PepsiCo and will use only PepsiCo products pursuant to the College's Beverage and Sponsorship Agreement.

#### **B4.5 MARKETING PROGRAM**

The Vendor shall immediately have in place, and maintain throughout the term of the contract, a marketing program that emphasizes an entrepreneurial attitude regarding food and catering services. The success of this marketing program, as exemplified by growth in sales and positive survey results, will be a critical factor in the maintenance of a successful contract.

The College agrees to assist in the promotion of dining and catering services provided by Vendor, although, it is the primary responsibility of the Vendor to market and promote all products and services. The Vendor will have menu and catering guides available to the campus community.

The Vendor is encouraged to have regular specials and events to increase customer awareness and traffic to all food operations and services. All events, promotions and marketing materials are subject to prior approval of the College's representative.

The Vendor may supply information, including but not limited to, menus, catering brochures and special event notifications to the College's representative for dissemination to the campus community.

#### **B4.6 UTILITIES AND GARBAGE COLLECTION**

The College shall furnish the Vendor with potable water, electrical power, telephone line access (VENDOR TO PAY LONG DISTANCE) and trash collection services. The College does not guarantee an uninterrupted supply of water, electricity, air conditioning, trash removal services nor heat. The College shall act diligently in restoring services following any interruption insofar as it has the ability to effect such restoration; however, the College shall not be liable to the Vendor or others for any loss, damage, cost or expense which may result from interruption or failure of any such service.

#### **B4.7 EQUIPMENT AND MAINTENANCE**

The College shall furnish cafeteria kitchen equipment, tables and chairs as deemed necessary by the College for the cafeteria. An inventory of said equipment will be conducted at the beginning of the contract and again at the end of the contract. Equipment will be furnished subject to budgetary availability. All equipment provided by College will remain the property of the College.

College will maintain and repair the heavy equipment at the College including, but not limited to, walk-in refrigerator/freezer, reach-in refrigerators and exhaust hood. In the event Vendor believes any of the equipment has become economically unserviceable, the Vendor shall give notice to the College representative who shall have the final determination as to whether an item of the equipment has become economically unserviceable. Any economically unserviceable equipment shall be replaced by College if funds are available. The Vendor will be solely responsible, at its expense, for the repair of all equipment if such repair is the direct result of the Vendor's neglect, abuse, or pilfering of said equipment.

The College will, at its expense, maintain and repair all buildings which have food service and storage areas as deemed necessary by College, except as otherwise provided herein. Any maintenance or repair necessitated by the negligence of the Vendor shall be performed or contracted for by College; however, the College shall be reimbursed in the full amount of the cost for such repair/replacement for such refrigeration and cooking equipment as needed. The College shall, at its expense, provide for such pest extermination services for the food service and storage areas as it deems appropriate to satisfy Health Department requirements.

The Vendor is responsible for weekly cleaning and maintenance of all hood vents and ducts. The College will perform quarterly cleaning and fireproofing of all hoods and ducts at the Lake Worth campus and semiannual cleaning and fireproofing at the Boca Raton and Palm Beach Gardens campuses.

The College shall provide and maintain adequate fire extinguishing equipment for the premises. The Vendor is required to notify the College if fire extinguishing equipment has been used to ensure that the equipment is always available for use.

The Vendor shall furnish inventory and product management hardware/software; and all short-life equipment, including but not limited to, serving utensils, cleaning equipment, office furniture and supplies, paper products, food and food products and other such non-depreciable items generally considered necessary to equip and operate a food service. All signage and decorations for food service facilities will be the provided by the Vendor. The style, design and quality of equipment and capital improvements provided by the Vendor may be subject to prior approval of the College. Any equipment purchased by the Vendor shall remain the property of the Vendor until the expiration of this contract. It is the responsibility of the Vendor to clearly label all equipment purchased/provided by the Vendor. Upon expiration of the contract, it is the Vendor's responsibility to facilitate removal of all Vendor-owned property. The College will not be held responsible for any equipment left more than seven days after the contract termination. An inventory list of the Vendor's equipment will be supplied to the College by the Vendor.

The College will assume no responsibility for the Vendor's equipment located on the campus.

#### **B4.8 SERVICE AND CLEANLINESS**

The College will provide periodic major cleaning of floors. The Vendor agrees to maintain all service areas, including, but not limited to, kitchen, service and dining areas in a sanitary manner. The Vendor will be responsible for sanitation, cleanliness and general housekeeping on all food service areas as well as equipment, trays and utensils used in the operation. This will include the responsibility of regular wipe down and daily cleaning of the cafeteria tables, and surrounding area. The Vendor shall have no handwritten signs except on whiteboards and all menus must be current. The Vendor must receive College representative approval to display commercial advertisements and/or change wall décor.

Inspectors from all state and local authorities and from the College shall have complete cooperation from the Vendor. When state and local authorities arrive for inspection, the College shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Vendor to the College within 72 hours of receipt. Within five (5) working days, the Vendor shall provide the College with a written report of corrective action. In the event that corrective action is a joint responsibility, the Vendor shall notify the College of its responsibility in the matter and shall work with the College in the

implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the food service function.

The Vendor shall achieve and maintain safe sanitary conditions as determined by the appropriate health department inspection(s). Should the contractor fail the inspection for two consecutive inspection periods, the College may, at its option, terminate this agreement or make necessary corrections to meet the inspection requirements and invoice the contractor for the costs thereof. Any such invoice shall be due and payable in ten (10) days.

#### **B4.9 ACCOUNTING**

The vendor shall maintain verifiable separate accounting and bookkeeping records for its site on each college campus and shall utilize generally accepted accounting principles and practices in connection with the maintenance of all such accounting records.

All gross income received by the Vendor from all cash and credit sales shall be recorded by an electronic cash register. Said cash register shall be equipped with continuous recording tape and locked-in readings on which there shall be recorded all gross income received. Said cash register shall also include a tax key for recording and control of sales subject to tax. Sales tax is to be collected on all items in accordance with Florida State Statutes. The Vendor shall be responsible for remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations.

At the close of each month, the vendor shall render a profit and loss statement for the month's operation, and at the end of each contract year, render a certified statement to the college. At a minimum, revenues shall be broken out by cafeteria and catering sales. Additionally, the Vendor shall provide such other reports as may prove to be desirable on a periodic basis, as requested by the College.

Vendor shall permit the College's representative, at all reasonable times and upon reasonable notice, to audit, inspect, examine and copy (at the College's expense) any and all of Vendor's books, journals, ledgers, computer printouts and records, papers, reports, correspondence, memoranda, cash register records and all other documents and records of the Vendor which are in any way pertinent to the management, use or operation in food services and catering services under this Agreement. The College's representative shall also have the right to make physical inventories of equipment, furnishings and materials to assure that actual inventories agree with records.

# Section C

## INSTRUCTIONS AND INFORMATION

### C1. PROCESS FOR SUBMITTING PROPOSALS

#### I. Packaging of Proposal

The proposal must be plainly identified as:

Name of Proposing Company

Dining/Catering RFP Number 1112-04

Due: 12/06/2011 @ 3:00 P.M.

#### II. Presentation Format

Outer mailing boxes, envelopes, containers, etc., must display the RFP number. This includes outer carrier boxes and labels. Palm Beach State College will not be held responsible for proposals that are misdirected or mishandled because of the omission of this number.

Any additional information sent separately from the proposal package or at a later date (i.e. addendums, clarifications, proposal withdrawal requests, etc.) must be received by the proposal due date and the RFP number clearly identified on the outside of the package.

#### III. Number of Proposal Copies

Submit one (1) original and one (1) electronic PDF version of the original.

### C2. EVALUATION CRITERIA

The evaluation of proposals received on time will be conducted in the following three phases:

#### I. Administrative Review Phase

The proposals will be reviewed for the following administrative requirements:

- A. Proposal was submitted by the due date and time
- B. All documents (originals and copies) requiring a signature have been signed
- C. Correct number of proposal copies have been submitted

Failure to adhere to the above administrative requirements may result in the rejection of the submitted proposal.

#### II. Evaluation Criteria Phase (Phase I)

The proposals that pass the requirements review will be reviewed for quality and completeness and can receive a maximum of 100 points. The following listing provides you with the maximum points available for each factor in the evaluation:

##### A. Tab One: Company Information – 5 Points

1. Provide a letter of intent summarizing in a brief and concise manner, the Vendor's understanding of the scope of work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with Palm Beach State College. The letter must include the officer's title or authority. The letter should not exceed two pages in length.
2. Provide the main contact person regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award. Include contact person's phone number, fax number, and email address.
3. Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.). If Vendor is a corporation, provide a copy of the certification

from the Florida (or other state) Secretary of State verifying Vendor's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the State of Florida.

4. Provide a listing of office locations where national and/or regional personnel are located.
5. Provide a brief history of company, including number of years in business.
6. Provide a description of the standard services offered by the company.
7. Provide a listing of professional organizations of which the Vendor is a member.

**B. Tab Two: Qualifications and Experience – 15 Points**

1. Provide a brief statement of qualifications that includes the company's size, geographic location in relation to the project, and the office that will support the contract for this project.
2. Include information regarding previous or current contracting experience with Palm Beach State College or other public/education agencies.
3. Provide a list of ten (10) accounts cancelled or not renewed in the last five (5) years. Include contact names and telephone numbers, length of service at each account, and reason for cancellation/termination.
4. Vendor must furnish a representative client listing of up to five (5) current clients that the College may contact (include the name, phone, and fax number of the current primary contract representative and the date the account was acquired). The College prefers that the client references be similar to Palm Beach State College's student population.

**C. Tab Three: Food Service Program – 35 Points**

1. CAFETERIA SERVICES:

- a. Outline plan to provide everyday food service for students, staff, faculty and guests in the cafeteria. Include proposed cafeteria menu with portion and pricing information.
- b. Provide a brief assessment of the current cafeteria operation along with a description of what changes your company is proposing to make. This portion of your response must include the assessment plus your company's proposal regarding:
  - i. Cosmetic Improvements
  - ii. Proposed service concepts, menus, prices and portions
  - iii. Advertising/marketing plans
  - iv. Any other pertinent elements necessary to effect an operationally and financially efficient foodservice program
- c. Describe any national, regional, and/or proprietary concepts proposed for cafeteria.
- d. Describe any special promotions, merchandising, special services, menu enhancements and other features proposed for the cafeteria.

2. CATERING SERVICES:

- a. Submit an assessment and specific catering plan proposal including:
  - i. Catering guide to include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, china service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out.
  - ii. Staffing levels per customer for seated service lunch and dinner functions as well as for receptions and buffet service
- b. Provide a detailed marketing plan to be implemented which will support the attainment and retention of catering customers. Describe how a successful non-exclusive catering program will be built and maintained. The program must earn business by providing the best quality, prices and service.
- c. Describe Vendor experience with catering. Include overview of experience working with student clubs and organizations regarding catering and food service.

3. REMOTE/KIOSK LOCATIONS:

- a. Submit an assessment and specific proposal regarding the remote/kiosk location(s):

- i. Suggestion (s)
- ii. Menu
- iii. Pricing
- iv. Intent to subcontract or not
- v. Days/hours of operation
- vi. Required equipment with costs associated
- vii. If not feasible, explain why

4. **QUALITY OF FOOD:**

- a. Provide source of supply and length of supplier relationship. Indicate the USDA grades of food they intend to supply.
- b. Indicate the training given to staff on food preparation with specific emphasis on sanitation both at initial hire and ongoing.

5. **CREATIVE IDEAS:**

- a. Submit any creative ideas specific to Palm Beach State College or which are used in comparable situations to enhance foodservice participation not already presented in this proposal. In addition, please provide sufficient background information as to how such ideas were generated, the process for implementation and what assistance was necessary from the client to affect a successful outcome.

**D. Tab Four: Staffing and Supervision – 10 Points**

- 1. Indicate the number of personnel proposed to staff our facilities. Provide an organizational chart, including position/title and whether full-time or part-time. Provide resumes for those in management positions. Provide position descriptions for those not in management positions. Indicate the training that staff receives in providing service to customers both at initial hire and ongoing.
- 2. Detail the qualifications and responsibilities of each position and their salary ranges, with minimums and maximums.
- 3. Contract Manager/Site Supervisor: List experience of proposed contract manager/site supervisor. Include current job description and resume, if applicable.
- 4. Include statements regarding employment policies to include, but not be limited to, discrimination, drug/alcohol abuse, and background checks and fingerprinting. The successful Respondent will verify that personnel assigned to the College are citizens of the United States of America or individuals who have been lawfully permitted to work in the United States of America as evidenced by documentation from the Immigration and Naturalization Services.
- 5. Submit proposed operating hours.
- 6. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.
- 7. Provide schedule of management coverage in terms of days and hours.
- 8. Identify the location of your home office and the specific office that will have direct responsibility for this account.
- 9. Provide area/district organization structure in support of Palm Beach State College's foodservice program.
- 10. Indicate transition proposal for existing vendor's employees.

**E. Tab Five: Quality Assurance/Sanitation/Safety – 10 points**

- 1. Submit a plan to provide quality assurance with respect to all aspects of the campus food program. The plan should include:
  - a. Corporate, regional and local area visitation schedule by job title
  - b. Length of visit and who will be called upon
  - c. Follow-up procedures for customer complaints
  - d. A plan for ongoing as well as periodic customer service monitoring
  - e. Forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and related tasks
  - f. Provisions to provide pro-active attention to customer needs

2. Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility.
3. Outline sanitation and safety self-inspection procedures for all foodservice operations at Palm Beach State College. Provide a sample copy of any checklist used during inspection.
4. Submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary (with a particular emphasis on proper food handling), and secure foodservice environment.
5. Provide a brief description of your company's overall policy/philosophy regarding Environmental Sustainability - Describe the company's environmental sustainability program and how it would be incorporated at the College campus.

**F. Tab Six: Licenses, Insurance, and Litigation – 5 points**

1. The prospective company must provide documentation of insurances required as well as all licenses required by the State of Florida to perform the duties required by the service to be provided.
2. The prospective company must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification.
3. Indicate whether your firm has filed for bankruptcy within seven (7) years.
4. Disclose the number and type of instances, by account for the past two years, in which accounts under the supervision of the proposed District Manager and/or Food Service Director/Manager received unsatisfactory ratings from the regulating health department.

**G. Tab Seven: Financial Capability – 10 points**

1. Include the Balance Sheet, Income Statement, and Cash Flow Statement from the prior two (2) fiscal years. Financial statements shall be prepared in conformity with generally accepted accounting principles. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation. Complete audited financial statements are preferred.
2. Include a list of comparable type and size community college and primarily commuter campus accounts along with annual revenues, number of students and the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about your performance.

**H. Tab Eight: Financial Proposal – 10 points**

1. The Respondent should propose a financial offer to the College, which may include, a minimum guarantee, commission on net sales, profit sharing and/or other value added programs. "Net Sales" shall be defined as all sales less sales and use tax. Commissions should be broken out by cafeteria and catering.
2. Additional items of consideration may be investment in food service renovations and/or investment in existing food service equipment. All capital improvements funded by contractor will become the exclusive property of Palm Beach State College.
3. Contractor shall also submit a year-one pro forma financial statement of revenues and expenses for the foodservice operations. Revenues should be broken out by cafeteria/catering, etc. The foodservice proforma statements are to include only those revenue and expense items directly associated with the Palm Beach State College operations broken down by campus.

**III. Creative Presentation Phase (Phase II)**

Phase I and Phase II are evaluated separately and, at no point, are combined to represent an overall score.

In Phase II of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each Proposer's public presentation (interview). All of the evaluation team members' individual maximum points per Proposer will be totaled and an average score will be calculated. Based on the average calculated score, the Proposers will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to Administration.



Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team's work, reference checks and possible follow-up interviews. Reference checks conducted internally and externally shall confirm qualitative exceptional customer service and contracts are awarded equitably and economically. The College reserves the right to select proposals which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the District Board of Trustees, if applicable, negotiations will commence with the most responsible and responsive Proposer for professional services at compensation which the College determines is fair, competitive and reasonable.

Once the top candidates have been identified based on the review scores (Phase I), up to four firms will be invited to provide a creative presentation detailing their proposal for College representatives. Upon completion of the presentations, each vendor will be awarded up to 100 points.

The following listing provides you with the maximum points available for each factor in the evaluation of the creative presentation. The presentation is to be limited to one hour and the tasting portion should be presented at the end of the oral presentation.

- A. **Tab One: Experience and Capability – 20 Points**
1. Describe the company's reputation and overall capabilities of providing required services to Palm Beach State College's three campuses.
  2. Explain Support that will be in place for the account beyond onsite management.
  3. Discuss magnitude of experience with similar organizations.
- B. **Tab Two: Food Service Programs – 30 Points**
1. Provide a well thought out and proven approach of providing the required services to the College.
  2. Include discussion of the overall picture of the food service programs that are proposed for this account.
  3. Presentation should include a description of products and services which will be provided in the Cafeteria and catering programs.
  4. Explain your plan for ensuring that you are meeting the wants and needs of the students, faculty, staff and visitors to the campuses regarding food service.
- C. **Tab Three: Staffing and Customer Service - 15 points**
1. Share your organization chart and staffing plan.
  2. Describe your customer service plan.
  3. Describe any customer service programs proposed for this account. Provide concrete examples of your ability to work with administration, faculty/staff, students and visitors to campus.
  4. Describe your ability to work creatively with student clubs and organizations.
- D. **Tab Four: Creative Ideas - 10 points**
1. Describe what the company will do to increase traffic and revenues to food service operations.
  2. Present any additional ideas or food service opportunities identified by the company.
  3. Presentations should include description of idea/opportunity, equipment/items needed, costs associated and funding plan.
- E. **Tab Five: Management Transition Plan - 5 points**
1. Provide a transition plan for assuming management control and a description of the ability to commit the personnel and resources necessary to develop a responsive management structure.

The plan should describe in detail:

- a. Key tasks related to the successful orientation of the proposer's foodservice program.
- b. Support provided by corporate/regional office, including who will be onsite for

- transition and opening and for how long support will be provided.
- c. The plan for continued employment of the existing food service staff
- d. The handling of inventories
- e. The plan for installation of hardware/software, if applicable
- f. The timeline for the transition plan

F. **Tab Six: Financial Proposal - 10 points**

1. Respondent should be prepared to discuss the financial proposal for Palm Beach State College.

G. **Tab Seven: Taste Test - 10 points**

1. Respondent shall present samples of the following meal types to the College committee:
  - a. Sample(s) of featured lunch special(s), available to College community at a price point in the range of \$3-\$9. This would be an example of a lunch special that would be available in the cafeteria. Price points are to be disclosed at the time of presentation.
  - b. Sample of afternoon reception selection for administrative staff meeting.

**INTENDED AWARD POSTING**

Following Phase I and Phase II of the Screening Selection Process, it is the sole responsibility of all prospective proposers to visit the website <http://www.palmbeachstate.edu/x4887.xml> to view the intended award public posting on the date specified in Section B2 of this solicitation.

**C3. STANDARD TERMS AND CONDITIONS**

<p><b>Amendments:</b> Palm Beach State College reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Palm Beach State College Purchasing Web site: <a href="http://www.palmbeachstate.edu/purchasing.xml">www.palmbeachstate.edu/purchasing.xml</a> Proposers should check this Web page daily for new information.</p>	<p><b>Contract Discussions:</b> Prior to award, the apparent successful firm may be required to enter into discussions with the College to negotiate the contract agreement for services. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions initiated with the next highest scoring firm.</p>
<p><b>Confidentiality Requirements:</b> Proposals are subject to the Florida public records laws. The College cannot protect proprietary data submitted in proposals.</p>	

# Appendix A

## SUBMISSION RESPONSE FORM

Purchasing Department  
 Palm Beach State College  
 4200 Congress Avenue MS#27  
 Lake Worth, FL 33461

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

<b>RFP</b>	<b>1112-04</b>	<b>Dining, Catering Services</b>
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<b>Vendor Name</b>	
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<b>Bidding As (check one)</b>	<input type="checkbox"/> <b>Corporation</b>	<input type="checkbox"/> <b>Individual</b>	<input type="checkbox"/> <b>Other (explain)</b>
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<b>Address</b>	
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<b>City</b>		<b>State</b>		<b>Zip Code</b>	
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<b>Telephone</b>		<b>Fax</b>	
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<b>E-Mail</b>	
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<b>Representative Title</b>	
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<b>Signature</b>	
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# Appendix B

**FORM FOR SUBMITTING WRITTEN QUESTIONS**

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Written Questions for RFP No.	1112-04
RFP Title	Dining, Catering Services

Company Name	
Date	
Deadline for Questions	11/22/2011

Type your questions in the section below. Leave the answer section blank. You are not limited to 10 questions. All questions should be sent via email to: [purchasing@palmbeachstate.edu](mailto:purchasing@palmbeachstate.edu) before the deadline.

	Questions	Answers [leave blank]
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

# Appendix C

## STATEMENT OF NO BID

RFP No.	1112-04
RFP Title	Catering, Dining Services

Palm Beach State College  
Purchasing Department  
4200 Congress Avenue MS#27  
Lake Worth, FL 33461

Attn: Purchasing Manager

We, the undersigned, have declined to bid on your bid number 1112-04 for Dining, Catering Services for the following reason(s):

\_\_\_\_\_ We do not offer this product / service.

\_\_\_\_\_ Our current workload would not afford us the time to devote to your project.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Other (Please explain)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

# Appendix D

## Information of Importance

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1. Coastal Campus Locations/Information:
  - a. Boca Raton
    - i. Address: 3000 Saint Lucie Avenue, Boca Raton, FL 33431
    - ii. Campus Web Site: <http://www.palmbeachstate.edu/BocaRaton.xml>
    - iii. Cafeteria space located in the Administration building.
    - iv. Located on the FAU campus
  - b. Lake Worth
    - i. Address: 4200 South Congress Avenue, Lake Worth, FL 33461
    - ii. Campus Web Site: <http://www.palmbeachstate.edu/LakeWorth.xml>
    - iii. Cafeteria space located in the CF building (shared with Dunkin' Donuts)
    - iv. Current kiosk locations in TC and ETA building.
  - c. Palm Beach Gardens
    - i. Address: 3160 PGA Boulevard, Palm Beach Gardens, FL 33410
    - ii. Campus Web Site: <http://www.palmbeachstate.edu/Gardens.xml>
    - iii. Cafeteria space located in BR building (shared with Dunkin' Donuts)
2. Current headcount enrollment at each campus:  
<http://www.palmbeachstate.edu/x12224.xml>
3. Square footage of cafeteria space (includes ALL related spaces, i.e. offices, storage, receiving, student and faculty dining areas, freezer/cooler, etc):
  - a. Boca Raton: 6,635 sq. ft.
  - b. Lake Worth: 8,016 sq. ft.
  - c. Palm Beach Gardens: 4771 sq. ft.
4. Estimation of historical sales figures
  - a. College Café:
    - i. Cafeteria operations: approx. \$585,000 (based on 2009-2010)
    - ii. Catering: approx. \$217,000 (based on 2009-2010)
  - b. Dunkin' Donuts
    - i. Lake Worth: approx. \$302,000/year (based on 2010)
    - ii. Palm Beach Gardens: approx \$235,000/year (based on 2010)
5. Current Operating Hours
  - a. College Café:
    - i. Cafeteria – Lake Worth
      - Monday-Thursday: 7:30 am – 6:30 pm
      - Friday: 7:30 am – 2:00 pm
      - Saturday: 7:30 am – 2:00 pm
    - ii. TC Building Café – Lake Worth
      - Monday-Thursday: 7:00 am – 3:00 pm
      - Friday: Closed
    - iii. ETA Building Café – Lake Worth
      - Monday – Thursday: 7:30 am – 2:00 pm
      - Friday: Closed
    - iv. Cafeteria – Boca Raton
      - Monday – Thursday: 7:30 am – 6:30 pm

- Friday: 7:30 am – 12:30 pm
  - v. Cafeteria – Palm Beach Gardens
    - Monday – Thursday: 7:30 am – 6:30 pm
    - Friday: Closed
  - b. Dunkin’ Donuts:
    - i. Lake Worth
      - Monday-Thursday: 7:30 am – 8:00 pm
      - Friday: 7:30 am – 2:00 pm
      - Saturday: 7:30 am – 2:00 pm
    - ii. Palm Beach Gardens
      - Monday-Thursday: 7:30 am – 8:00 pm
      - Friday: 7:30 am – 2:00 pm
- Current equipment list
6. Current provider’s catering menu: <http://www.palmbeachstate.edu/x11953.xml>
  7. Pepsi Beverage and Sponsorship Agreement: <http://www.palmbeachstate.edu/documents/Purchasing/PepsiPouringRights2006.pdf>
  8. College Calendar: <http://www.palmbeachstate.edu/AcademicCalendar.xml>
  9. Equipment List. The following listing is a listing of the capital equipment present at each campus location. Each Proposer will have the opportunity to tour each site and a detailed inventory will be completed at the time of transition.

Site	Description	Manuf.
Lake Worth - Cafeteria	COUNTER, REFRIGERATED	TRUE MFG
Lake Worth - Cafeteria	REGISTER, CASH	SHARP
Lake Worth - Cafeteria	REGISTER, CASH	SHARP
Lake Worth - Cafeteria	BLADE AND SHARPENER ASSEMBLY	N/A
Lake Worth - Cafeteria	CABINET, HOT CAFETERIA	CRESCOR
Lake Worth - Cafeteria	CHAFER, S/STEEL OBLONG	
Lake Worth - Cafeteria	CHAFER, S/STEEL ROUND	
Lake Worth - Cafeteria	CHARBROILER, COUNTER TOP GAS	IMPERIAL
Lake Worth - Cafeteria	DISHWASHER	VANGUARD
Lake Worth - Cafeteria	GRILL, GAS GRIDDLE	APW/WYOTT
Lake Worth - Cafeteria	MACHINE, ICE	ICE-O-MATIC
Lake Worth - Cafeteria	MACHINE, ICE	ICE-O-MATIC
Lake Worth - Cafeteria	MIXER, 20 QT.	HOBART
Lake Worth - Cafeteria	OVEN, CONVECTION	VULCAN
Lake Worth - Cafeteria	RANGE, 36" GAS	IMPERIAL
Lake Worth - Cafeteria	REFRIGERATOR	TRUE
Lake Worth - Cafeteria	REFRIGERATOR, REACH IN	TRUE REFRIGERATOR
Lake Worth - Cafeteria	REFRIGERATOR, REACH-IN	TRUE REFRIGERATOR
Lake Worth - Cafeteria	SLICER	BERKEL
Lake Worth - Cafeteria	STEAMER, CONVECTION	VULCAN
Lake Worth - Cafeteria	WORKTABLE W/SINK S/STEEL	N/A
Lake Worth - Cafeteria	CABINET, BANQUET	FOOD WARMING EQUIPMENT
Lake Worth - Cafeteria	CABINET, FOOD 2 DR BLUE	CAMBRO
Lake Worth - Cafeteria	CABINET, FORMICA/OAK	JC WHITE
Lake Worth - ETA Kiosk	CART, 6' COFFEE	CORSAIR DISPLAY SYSTEMS
Lake Worth - ETA Kiosk	CART, 8' COFFEE	CORSAIR DISPLAY

		SYSTEMS
Palm Beach Gardens	DISPLAY, HOT FOOD	HATCO
Palm Beach Gardens	STEAMER	ATLAS
Palm Beach Gardens	BROILER, STAINLESS STEEL	VULCAN
Palm Beach Gardens	COUNTER TOP, SANDWICH	HOTEL SUPPLY WAREHOUSE
Palm Beach Gardens	FREEZER, REACH IN	JIMEX CORP
Palm Beach Gardens	GRIDDLE W/STAND	VULCAN
Palm Beach Gardens	MACHINE, ICE	ICE O MATIC
Palm Beach Gardens	OVEN, CONVECTION	VULCAN
Palm Beach Gardens	RANGE, STAINLESS STEEL	VULCAN
Palm Beach Gardens	RANGE, STAINLESS STEEL	VULCAN
Palm Beach Gardens	REFRIGERATOR, REACH-IN	TRAULSEN
Palm Beach Gardens	TABLE W/OVERSHELF	N/A
Palm Beach Gardens	CUTTER, BOWL	UNIVEX
Palm Beach Gardens	MACHINE, ICE W/BIN	ICE-O-MATIC
Boca Raton	DISPLAY, HOT FOOD	HATCO
Boca Raton	PAN, HOT-COLD (DROP IN SERVING UNIT)	ATLAS
Boca Raton	CABINET, HEATED/HOT FOOD	TRAULSEN
Boca Raton	GAS OVEN, CONVECTION	VULCAN
Boca Raton	GAS RANGE, STANDARD OVEN	VULCAN
Boca Raton	GRIDDLE, GAS W/STAND	VULCAN
Boca Raton	MACHINE, ICE	ICO-O-MATIC
Boca Raton	MIXER, HOBART	HOBART
Boca Raton	OVEN, MICROWAVE	MENUMASTER
Boca Raton	SLICER, FOOD	HOBART
Boca Raton	OVEN, PIZZA	GARLAND