Request for Proposals

RFP #14-03 for Vending and Dining Services

Due: March 13, 2014 at 4:00 p.m.

Contact: Philip Charneskie, C.P.M., CPPO
www.polk.edu/purchasing
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| Polk State College  
999 Avenue H, Northeast  
Winter Haven, Florida 33881-4299 | Request for Proposals |
| Attn: Purchasing Department  
Room WAD-139 | |
| Contact: Philip Charneskie, C.P.M., CPPO  
Director of Purchasing |  |
| Phone: 863-297-1083  
Fax: 863-297-1085 |  |
| Email: pcharneskie@polk.edu | RFP #: |
| Website Home Page: www.polk.edu/purchasing/ | 14-03 |
| Pre-Proposal Conference Date February 19, 2014 at 10:00 p.m. EST |  |
| Pre-Proposal Conference Location: Room LTB 1125 Lakeland campus with Kitchen tours (2) to follow |  |
| Dedicated Webpage for this procurement:  
www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-03.aspx |  |
| Proposal Due Date and Time: March 13, 2014 at 4:00 p.m. EST |  |
| Location of Public Receipt Acknowledgement: Room WAD-236 at above address. |  |

**Solicitation Intent/Objective:**

The intent of this Request for Proposals (RFP) is to select a qualified firm for providing quality Dining Services and Vending Services. Polk State is open to proposals for financial terms and operational conditions that will provide a basis for a solid, long-term partnership with a capable provider. Therefore, in response to this RFP, do not limit the response to the replication of current operational or financial conditions.

It is our intent to grant the successful Contractor exclusive rights to the operation of food and vending services. Catering rights will be granted on a non-exclusive basis.
Scope of Work

1. This RFP solicits a level of exceptional quality in vending, dining, and catering service comparable to the finest operations in higher-education institutions in the United States.

2. Polk State’s dining Contractor provides essential services for students, faculty, and staff that contribute to the social environment of Polk State. These services are highly visible factors that influence the recruitment, retention, and overall satisfaction of Polk State’s students.

3. Therefore, with input from the across Polk State community, the successful Contractor shall continually implement innovations for continuous improvement of quality, merchandising, menu variety, customer satisfaction, price/value relationships, and revenue levels.

4. As a matter of practice and in keeping with our quest for continuous improvement, the successful Contractor must demonstrate a willingness to be held accountable for its performance. At Polk State, the contracting process does not conclude when an award is made. Over the term of the awarded contract, Polk State will continually monitor and evaluate services received against measurable standards.

5. It is Polk State’s intention that the resultant contract, if approved by the Board of Trustees at its April meeting, would be for an initial contract period of five years, through 2019, with one five-year renewal term. The renewal would be subject to satisfactory performance, continued need, and mutually agreeable terms and conditions. Any resultant contract shall be governed by the laws of the State of Florida.

6. IN RESPONSE TO EACH NUMBERED RFP ELEMENT, CONTRACTORS ARE HIGHLY ENCOURAGED TO FOLLOW THE RFP NUMERICAL SEQUENTIAL FORMAT OF THIS RFP.

7. If necessary, an addendum will be emailed and posted on the Purchasing website to all vendors on the Purchasing bid list. If the addendum is after the mandatory pre-proposal conference, then the addendum will be posted on the Purchasing website and emailed to all vendors which attended the mandatory pre-proposal conference.

8. The awarded proposer shall be prepared to begin full-scale operations on or before July 30, 2014.
General Conditions, Instructions, and Information for Proposers

1. Definitions:
   - **RFP**: Request for Proposals. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
   - **Proposal**: An offer in response to an RFP.
   - **Proposer**: Company/person that submits a proposal. An Offeror.
   - **Contractor**: A company/person that is awarded the RFP/contract.
   - **Evaluation Team**: Comprised of Polk State College staff, faculty, and students established to review the proposals submitted in response to this RFP, score the proposals in accordance with the criteria, and make a recommendation for award. The Director of Purchasing serves as the non-voting Chairman of the ETeam.
   - **Polk State**: Polk State College, formerly Polk Community College.

2. Contact: Any questions concerning this RFP must be directed to the Director of Purchasing. All prospective proposers are instructed not to contact any member of the District Board of Trustees or Polk State staff member (other than the noted contact person) regarding this RFP or their proposal prior to posting of a recommendation of award. The Director of Purchasing serves as the non-voting Chairman of the ETeam.

3. Inquiries: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of Polk State in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretations of the RFP documents shall be requested in writing and received by Polk State’s Director of Purchasing by 4:00 p.m. on March 19, 2014.

4. Due Date/Time: The Proposer may submit the proposal in person or by mail/courier service.
   - A list of submittals received will be available on the dedicated webpage at www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-03.aspx.

5. Late Submittals: The time and date will be scrupulously observed. Proposals received after the specified time and date shall be returned unopened. Polk State will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing Department shall serve as the official authority to determine lateness of any Proposal.
   - Receipt of the Proposal in the Purchasing Department after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the offerer’s Proposal.

6. Public Opening: Proposals shall be received at the Purchasing Department. As soon as possible, the names of the proposers shall be read off at the specified location. Persons with disabilities needing assistance to participate in

All questions must be emailed to pcharneskie@polk.edu, using the following subject line: RFP 14-03 Question.

Such inquiries regarding this RFP outside a Pre-Proposal Conference must be submitted in writing to Polk State’s Director of Purchasing. Polk State will provide written answers to the questions in the form of written addendum to all proposers who have received the RFP. Polk State will not be responsible for any oral instructions made by any employee(s) of Polk State in regard to this RFP.

Registration: Proposers who obtain RFP documents from other sources or directly from the website must officially register with Polk State’s Director of Purchasing in order to be placed on the mailing list for any forthcoming addenda or official communications.
in the event that a previous addendum is not received.

All proposers should check the website seven (7) calendar days before the proposal due date to ascertain whether any addendum have been issued.

12. **Termination**: If the awarded contract is terminated or cancelled within the first year of the contract period, Polk State may elect to negotiate and award the contract to the next ranked Proposer or to issue a new RFP.

13. **Proposal Preparation Costs**: Neither Polk State nor its representatives shall be liable for any expenses incurred in connection with preparation of a Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

14. **Accuracy of Proposal Information**: Any Proposer that submits in its proposal to Polk State any information determined to be substantially inaccurate, misleading, exaggerated, incomplete, false, or incorrect shall be disqualified from consideration.

15. **News Releases**: The Proposer shall obtain the prior approval of Polk State for any news releases or other publicity pertaining to this RFP.

16. **Public Entity Crimes**: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List." This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime.

No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been
removed from the list. By signing and submitting the RFP forms, Proposer attests that it has not been placed on the “Convicted Vendor List.”

17. **Public Records:** Upon award recommendation, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(m) and 119.071(1)(b), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Proposals may be reviewed at the Purchasing office.

18. **Acceptance / Rejection:** Polk State reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. Polk State reserves the right to make the award to that Proposer who, in the opinion of Polk State, will be most advantageous to Polk State.

Polk State reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award, or who, in Polk State's opinion, is not in a position to perform properly under this award. Polk State reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

19. **Familiarity with Laws:** All proposers are required to comply with all Federal, State, and Local laws, codes, rules, and regulations controlling the action or operation of this RFP.

Relevant laws may include, but are not limited to:

1. The Americans with Disabilities Act of 1990
2. OSHA regulations
3. All Civil Rights legislation
4. Office of Education 6A-14

5. State Requirements for Educational Facilities (SREF)
6. Florida Statute 1013 (K-20 Education Code – Educational Facilities)
7. Florida Building Code

20. **EEO Statement:** Polk State is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.

21. **Conflict of Interest:** All Proposers must disclose with the Proposal the name of any officer, director, or agent who is also an employee of Polk State. All Proposers must disclose the name of any Polk State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer’s firm.

22. **Affirmation:** By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

23. **Precedence:** Any and all verbiage hereafter which varies from these Submittal Guidelines shall have precedence.

24. **Compliance with Laws:** No laws, rules, regulations, or statutes, etc. may, or will, or are intended to be superseded by any verbiage herein.
General Information

1. Background – Polk State College
   
   a. Polk State was established on September 8, 1964, as Polk Junior College on the Bartow Air Base. The College’s name was later changed to Polk Community College. The name change to Polk State College was effective on July 1, 2009.
   
   b. Polk State is a publicly-supported, associate and baccalaureate degree-granting institution serving Polk County, headquartered in Winter Haven.
   
   c. Polk State operates on a semester system with Fall, Spring, Winter, and Summer terms.
   
   d. Polk State’s campuses are non-residential.
   
   e. Polk State is committed to an “open enrollment” policy.
   
   f. Polk State’s enrollment has seen consistent growth during the past five years. Polk State has 25,000 full and part-time students
      - FTE of 7681
      - Over 15,000 are degree-seeking students
      - Over 60% of Polk County’s college-bound high school graduates attend Polk State.
   
   g. Polk State has over 1,400 faculty and staff.
   
   h. Polk State’s website is located at polk.edu.

2. Background – Dining Services
   
   a. Under the incumbent Contractor’s management, dining services at Polk State are profitable. The potential exists to improve the current level of revenue and profitability through effective expense management; improved service/quality; and creative/innovative concepts, branding, and marketing. Contractors should focus on locating and quantifying opportunities in the overall program.
   
   b. Resultant agreement may be terminated by either party upon 180 days prior written notice to the other party without cause. If Contractor terminates this agreement without cause before the end of the contract period, Contractor shall continue service until a successor firm can be hired.
   
   c. In the event that Contractor shall fail to carry out and comply with any covenants, conditions, and agreements to be performed by it hereunder, or to comply with any reasonable regulations adopted by Polk State with respect thereto, Polk State shall give Contractor written notice to institute appropriate corrective measures within ten (10) business days. Contractor shall always correct such deficiency within the said ten (10) day period (unless such deficiency, as mutually agreed, requires a longer period of time). However, the Contractor shall initiate correction within said ten (10) day period. Polk State shall have the right to cancel and terminate this Contract forthwith and without further notice.

3. Mandatory Pre-Proposal Conference
   
   a. Contractors will attend the scheduled mandatory attendance pre-proposal conference meeting, complete site visits, and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof.

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b. Contractors may photograph equipment, menu boards, and layouts, but should try to avoid taking pictures of people if possible.

c. Contractors must understand that permission to visit the facilities of each campus and center does not include permission to disturb or question employees of the current food and vending provider.

d. No other tours of the back-of-the-house space will be conducted. Contractors are permitted to visit the public areas of the campus food services sites at times they are open.

e. Polk State will attempt to provide the Contractors with accurate and complete information. However, Polk State is not responsible or liable for any inadequacy, inaccuracy, or incompleteness of any information provided pursuant to this RFP.

f. Any conclusions reached at this conference which amend the RFP documents will be issued in the form of an Addendum.

g. ATTENDANCE IS MANDATORY. Any prospective proposers not in attendance will be considered non-responsive and, therefore, will be disqualified from the proposal process. Any proposal sent by a non-responsive organization will be refused.

4. Gifts are Prohibited

a. Polk State’s District Board of Trustees Rule 3.32 states the following, in part:

   College employees may not accept or solicit any gift [see F.S. 112.312(12)(a) and F.S. 112.312(12)(b)] of any kind (except as otherwise provided within this rule) from any person or entity (a prohibited source) who:

   a) is seeking official action by the employee or College
   
   b) does business or seeks to do business with the College

5. Exclusive Rights

The contract will not grant exclusive rights to all catering service requirements of Polk State.

6. Model Contract

a. Polk State is seeking recommendations for more innovative solutions in residential dining, retail brands, catering, and customer service rather than seeking the methods that have been used in the past.

b. Contractor will assure that any employee to be present on any Polk State site, for any reason whatsoever, is not a registered sex offender or sexual predator.

   Pursuant to the Jessica Lunsford Act, Contractor shall require all employees, and employees of their Polk State authorized sub-contractors, to submit to a Level II criminal background check. The Contractor will not allow persons to enter Polk State property if their background reports are in conflict with the Jessica Lunsford Act requirements.

c. The terms and conditions of the Agreement shall not preclude occasional staff and student government/club/activity fund-raisers.
d. In the event that similar service becomes necessary at other Polk State campuses or centers during the term of this agreement, the Agreement may be extended to include these locations by mutual agreement between Polk State and the Contractor. This clause does not give the proposer the right of first refusal for additional similar services.

e. The Contractor agrees to have one of its executive-level representatives contact Polk State within twenty-four (24) hours of any request by Polk State to discuss and resolve recurring problems of critical importance.

f. The Contractor shall maintain twenty-four (24) hour availability of a responsible employee via cell phone, or his/her substitute, with decision-making authority to be contacted in the event of an emergency.

g. The Contractor shall notify Polk State of the organizational line of authority for management personnel from the local representative to the representative at the highest corporate level, including contact names, telephone and cell phone numbers, and email addresses. Polk State shall be promptly informed of any subsequent changes in the company organization.

h. Polk State prides itself upon the aesthetic appearance of Polk State campus. The Contractor will not be allowed to engage in excessive promotional practices that blatantly commercialize the campus in an effort to market product. Polk State, at its sole discretion, will determine what constitutes excessive. All signage and branding must be pre-approved by Polk State’s Office of Communications and Public Affairs.

i. Currently Polk State has no exclusive beverage pouring rights agreement; accordingly merchandising of cold beverages is unrestricted. However, Polk State reserves the right to enter into an exclusive pouring rights Agreement in the future, if it is their best interest to do so.

j. In the future, Polk State may wish to replace or supplement dining service locations with fresh and frozen foods via vending machines. Any financial implications, should this concept be requested, will be handled equitably between the parties. Contractors should address their capabilities to provide this type of service in their proposals.

k. Polk State shall not be responsible for damage to the Contractor’s merchandise or equipment in case of break-in or burglary, power failure due to hurricane, electrical storm, water damage, or other acts beyond the reasonable control of Polk State. Polk State does not guarantee uninterrupted service in providing any utilities. The Contractor agrees to hold Polk State harmless from any loss or damage which may arise as a result of the failure of any utility service. The Contractor agrees that, in the event of a power or refrigeration failure that might result in damage to perishable products, no such questionable perishable products will be sold.

7. DINING SERVICES

a. Polk State will provide initial inventory levels of expendable equipment such as serving trays, pots, pans, kitchenware, and small wares. The Contractor will maintain the initial inventory levels at its expense, but new items or increased inventory level requirements will be Polk State’s responsibility and will be owned by it. Contractor shall take such steps as may be reasonably required by Polk State for protection against loss of these items by pilferage or destruction.

b. The Contractor will maintain on file with Polk State’s Purchasing Director a detailed process for the investigation of any suspected outbreak of foodborne illness alleged to have resulted from food served at any Polk State location. This documentation will also detail a protocol for dealing with the recall of tainted or unwholesome food.
c. Right of Inspection: Polk State reserves the right to periodically conduct unannounced inspections with or without Contractor being present. Polk State’s Director of Purchasing, other authorized Polk State officials, consultants, and all state and local authorities will have complete cooperation from the Contractor.

8. PROPOSED STYLE OF OPERATIONS

a. Contractor’s proposal must contain detailed information describing the manner in which the Contractor plans to discharge its responsibilities. It is essential that the evaluation committee have a clear understanding of the operational concepts the Contractor intends to apply to Polk State’s dining service program. Polk State is expecting each respondent to provide a variety of recommended meals and the corresponding cost of each.

b. Contractor will submit data to support the existence of programs its company can bring to an operation with respect to providing a safe, sanitary, and secure work and dining environment. Please note in the proposal the type and frequency of training programs and mandated procedures that support safety, sanitation, and security. Include a description of your company’s Hazard Analysis and Critical Control Points (HACCP) program or equivalent food safety program.

c. Upon arrival at any Contractor operated site of any health inspector, regulatory official, or law enforcement officer, the Contractor will immediately contact the assigned Polk State Director of Purchasing or his designee.

d. Polk State reserves the right to require the replacement of any management personnel due to operating difficulties determined to be the result of deficient on-site management. Polk State may also require the Contractor to remove any of the Contractor’s employees from Polk State’s premises for any reason sufficient to Polk State. Any such removals will be made in the name of the Contractor.

e. All Contractor personnel operating on campus must be dressed in clean, distinctive uniforms with name tags at all times while on campus. Management shall be appropriately dressed (but not necessarily in uniform) and also wear name-tags.

f. Contractor will provide biographies of the local on-site General Manager and immediate support team members. There will be a single point of contact for all Polk State locations. Polk State reserves the right to conduct interviews with local account management and/or management team prior to contract award.

g. Contractor cleaning responsibility for Polk State food service locations (Note: Dining refers to seated dining areas)

i. Entire café area – preparation and serving areas within the café

ii. Café area to include the counter and accompanying store rooms

iii. Excludes fume hoods above grilling stations

iv. Excludes dining areas outside the building

v. Café area to include the counter, accompanying store rooms, and loading dock and register area
h. Contractor responsibilities for cleaning equipment and facilities

Cleaning of Equipment – Contractor is responsibility for cleaning and keeping in a sanitary condition all Contractor and Polk State-owned appliances and equipment which are necessary and used by or assigned to the operation.

Cleaning of Facilities – Contractor is responsible for cleaning and keeping in a sanitary condition all facilities in the areas designated above. This includes, but is not limited to, an office; walk-in cooler/freezer; and preparation, storage, dining (as designated), and serving areas. Contractor shall ensure achievement of consistent Florida Department of Health inspections with no major violations at any time. Contractor may propose use of a custodial subcontracting company to provide said services.

i. Contractor is responsible for preventative maintenance of Contractor-owned appliances and equipment, as per a mutually agreed upon maintenance schedule. Polk State is responsible for preventative maintenance of Polk State-owned appliances and equipment.

j. Repairs and alterations: Contractor is responsible for repair of all Contractor-owned appliances and equipment, and this shall be accomplished on a timely basis. Contractor will be required by Polk State to provide payment for the repair, rebuild, and repaint of all or part of the premises which may be damaged or destroyed by the acts or omissions of Contractor, and shall return the premises, upon expiration or termination of the Agreement, to Polk State in the same condition that existed at the commencement of the Agreement, except for normal wear and depreciation.

k. Polk State shall have the absolute right to make any repairs, alterations, or additions to the buildings free from any and all liability to the Contractor herein for loss of business or damages of any nature whatsoever occasioned during the making of such repairs or alterations.

l. Polk State responsibilities: Polk State shall use its best efforts to provide at no cost to the Contractor:

i. All utilities, electricity, water, sewer, heat and air conditioning. Polk State shall maintain the air conditioning system and those mechanical, electrical, and structural items which are an integrated part of the building.

ii. Pest control/eradication service. Polk State shall be responsible for providing effective vermin control measures in all dining service facilities. Vermin control service is to be scheduled by Polk State, using Polk State’s pest control contractor.

iii. Building security patrol service.

iv. Existing dining service equipment in-place.

v. Existing small wares.

vi. Floor care (i.e., stripping/waxing/buffing) in dining areas not included in the Chart of Contractor Area of Cleaning Responsibility for Polk State Cafés.

vii. Maintenance of walls, windows, light fixtures/bulbs, and ceilings in all areas of all dining facility, including all dining areas for the Fred Lenfestey Student Center.

viii. Light fixture/bulb replacements, as necessary.
ix. Solid waste removal (i.e., dumpsters, waste containers). Polk State will provide convenient trash and garbage collection dumpsters for the dining service operations at no expense to the Contractor. Waste containers located inside the dining rooms at Polk State Fred Lenfest Student Center dining facility shall be emptied as needed and cleaned by Polk State, except for the dining areas specified in the Chart of Contractor Area of Cleaning Responsibility for Polk State Cafés above.

x. Fire suppression system inspection/maintenance.

xi. Range hood cleaning.

xii. Grease trap cleaning and maintenance.

xiii. Portable fire extinguisher maintenance and inspections.

m. Contractor shall provide at its own expense and be responsible for:

(Contractors shall include a response to this section and examples of exhibits such as a preventative/daily maintenance schedule/self-inspection forms and procedures, employee’s handbook).

i. Preventative maintenance of all dining service equipment owned by the Contractor.

ii. Cleaning of all dining service equipment whether owned by Polk State or Contractor.

iii. All personnel, benefits, uniforms/expenses, thereof.

iv. Cleaning of all kitchens and serving areas to the quality level/satisfaction of not only the Florida Department of Health, but also the designated Polk State representative. This shall include mopping up spills, sweeping continuously during the day, and deep cleaning.

v. In the dining areas, bussing tables/chairs and wiping them clean and dry as often as required daily to assure a high quality standard.

vi. Mopping up spills/sweeping up debris in the serving and dining areas, as often as required each day to assure a safe/clean appearance.

vii. Washing and drying thoroughly trays and china ware.

viii. Include in the proposal, not only, what type containers (i.e., beverages/plates, etc.) proposed to be use (i.e., paper, Styrofoam, plastic, etc.) but what recycling efforts/program is proposed to put in-place.

ix. Appropriate disposal of all perishable dining scraps/waste/spoilage.

x. Contractor shall be responsible for the entire food service operation, including the hiring/management and the on-going professional development/training of the dining service staff/procurement of supplies, accounting services, menu, and pricing procedures.

xi. Cost of all licenses, inspections, taxes, or permits by the Florida Department of Health or any federal, state, or local governmental agency.
9. STAFFING

The Contractor’s proposal must include details of the staffing plan for all Polk State operations. The proposal must contain the expected staff by campus, by hour levels necessary to provide adequate service during normal and peak activity periods. An organizational chart describing the organizational structure must be provided with the proposal. The function and basic responsibilities of key management and supervisory positions should be outlined.

a. Contractor will be required to provide staffing of the dining service operation that adequately meets Polk State’s service and sanitation requirements. Contractor shall monitor employees to ensure each employee is free of communicable diseases or illness and routinely practices good hygiene, including hand washing.

Contractor shall not allow any foodservice employees to work with known illnesses that are transmitted through the air or via the food products, equipment, or other mediums such as open sores or other visible symptoms.

Contractor’s employees shall be neat and tidy in appearance and shall follow established mandated and foodservice industry best hygiene practices in the handling of food. Polk State requires that all foodservice employees have their hair restrained and wear disposable gloves when handling food.

b. Polk State is of the opinion that the performance of the Contractor’s staff, particularly the Polk State College General Manager (1), influences the overall success of the dining services program more than any other factor. The utilization of Polk State students as part-time food service labor is viewed as a mutually-beneficial practice and is highly encouraged.

At all times during the term of this Agreement, Contractor will provide a fully-competent on-site General Manager who is permanently and exclusively assigned to Polk State. The site manager shall be interviewed and accepted by Polk State prior to assuming managerial responsibilities. He/she may continue in service at Polk State only as long as his/her work is acceptable to Polk State, and he/she may not be removed from his/her assignment unless Polk State gives approval. Polk State shall not unreasonably withhold an acceptance or approval required by this paragraph.

Local management shall be augmented by Contractor’s district, regional, and corporate visitations of every aspect of the food service operations. Include a visitation schedule indicating the frequency of each support action. Each support visit shall entail a complete evaluation of designated aspects of service operations and shall culminate in both a written report to and a meeting with the Purchasing Director.

c. During all hours of operation at each campus, the Contractor must have on duty an employee who is a Certified Food Manager as per the Florida Bureau of Environmental Health.
10. **MENU**

Proposer must provide a detailed listing of dining service menu items available for sale, noting at a minimum, the portion size and proposed retail price. Listing must describe how needs for student special diets will be accommodated, i.e. gluten free, peanut allergy, etc.

Example:

<table>
<thead>
<tr>
<th>Product</th>
<th>Portion Size</th>
<th>Retail Price</th>
<th>Nutrition facts Calories/carbs/etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fresh Brand Coffee</td>
<td>16 oz.</td>
<td>$x.xx/each</td>
<td></td>
</tr>
<tr>
<td>Cheeseburger</td>
<td>4 oz.</td>
<td>$x.xx/each</td>
<td></td>
</tr>
</tbody>
</table>

a. Proposer must define in detail its proposed non-exclusive catering service menu items and prices.

b. Contractor must provide weekly postings for Polk State’s website of what menus/themes/hot items/specials/coupons/discounts will be offered for the current week and the week ahead. (This can result in increased overall participation.)

11. **CATERING**

a. Contractor shall provide non-exclusive catering services to Polk State. This shall be exempt from commission payment to Polk State. Third-party catering must be pre-approved by Polk State and will be commissionable at a rate as may be mutually agreed upon between the Contractor and Polk State.

b. A catering plan must be included with the proposal that defines whether food will be produced at Polk State or with off-campus support. Catering is an important segment of Polk State dining service operations and greatly affects customers’ perception of the Contractor’s overall performance. Effective marketing is necessary to promote services to Polk State staff. Effective promotion and merchandising is necessary to make more customers aware of this catering feature.

c. Contractor will submit a catering program that reflects the diverse needs of student and staff in its service and menus. It is important that catered functions for these groups be of the highest professional standards, featuring quality service and appropriate ambiance. Polk State wishes to develop and maintain an excellent reputation for catering. The Contractor must demonstrate the knowledge, experience, and capability necessary to achieve these objectives.

d. Contractor will provide a comprehensive marketing campaign for catering. This campaign shall detail plans for marketing to Polk State community and student organizations. In order to be successful, the catering program must be priced competitively for this market.

e. By June 1 each year, the catering guide shall be provided to Polk State for posting to Polk State website by July 1 each year. Catering guides shall provide four levels of service for catering:
   - Fine dining
   - Standard table linen, china, and flatware
   - Paper and disposable
   - Pick-up/carry-out, no frills

f. The Contractor shall provide no third-party catering from Polk State’s kitchen areas without prior approval.
12 HOURS OF OPERATION

a. Initially, the Contractor will maintain the existing hours of operation for all semesters. It is the intention of Polk State to approve requested changes in operating hours when such changes are justified by transaction interval analysis (customer counts) sales volume, service requirements, changes in enrollment, and changes in the academic calendar or any other factors that may justify a change in operating hours.

b. Polk State will expect the full cooperation of the Contractor to determine the most effective operating hours, including experimentation with earlier and later operating hours to ensure optimal revenue and customer service.

13 VENDING SERVICE

The Contractor shall operate the Vending Service at its sole risk and expense. The Contractor is solely responsible for the payment of Florida State Rent Tax and State of Florida Use Tax. This obligation will not affect the calculation of College commissions which are earned on gross revenue after the deduction of sales tax. There will be no other deductions of any kind from gross sales preceding the calculation of any commissions payable to the College.

a. Please state proposed commission rates and minimum annual guarantee:

- Snack foods and all other: __% of sales
- Cold beverages: __% of sales

Minimum Annual Guarantee $ ____________

b. The Contractor may subcontract the provision and operation of Vending Services to a third party, provided, however, that such third party is approved by Polk State and agrees to be bound by the terms of this Agreement. Unredacted copies of all such sub-contract agreements will be provided to Polk State.

Polk State may require the Contractor to replace the third-party Vending Service operator with a different operator if, in its sole discretion, Polk State determines that the Vending Service operator’s performance is unsatisfactory.

c. The Contractor shall furnish and install, at Contractor’s sole risk and expense, vending machines as may be approved by Polk State at locations designated by Polk State. All vending machines will be in new or like new condition, ADA compliant, and equipped to accept major credit cards at installation. Dual pricing of products for credit card sales is not permitted.

14 FINANCIAL

a. Beyond Polk State-owned equipment currently in place, the cost of all additional equipment proposed prior to agreement commencement shall be borne entirely by the Contractor. The Contractor will furnish Polk State a complete listing of all additional equipment (if any) proposed to be installed by the Contractor and a schedule of installation.

b. Contractor shall purchase equipment for and to renovate the vending and dining service operations, as may be mutually agreed upon and with prior approval of Polk State.
All facility renovations, remodeling, or modifications are to be in compliance with current editions of the Florida Building Code, Florida Fire Prevention, and State Requirements for Educational Facilities and Polk State standards. If renovations, remodeling, or modifications are performed by Contractor, or Contractor’s Polk State approved sub-contractor, Contractor will provide all necessary design and construction documents for review and approval by the College.

Polk State shall own the food service equipment/renovation investment, excluding any proprietary equipment and signage utilized in branded concepts.

Contractor shall amortize their investment on a straight-line basis, including current prime rate plus 1% interest, over the term of the Agreement. Such amortization shall be charged as an operating expense of the dining service operation. An initial schedule of amortization will be provided to Polk State at start-up and updated at each successive quarter.

If prior to the complete amortization of the contractor’s investment the Agreement is terminated, Polk State shall reimburse the contractor for the unamortized portion and shall thereafter continue to own the equipment/renovation.

c. Payment of all commissions and all financial obligations due Polk State shall be made in full on or before the 20th day of the month for the previous month’s sales. Contractor will invoice Polk State monthly for high school lunches as specified in the Agreement.

d. Control methods acceptable to Polk State must be installed for collections, recordings of inventory, catering invoices, and sales. The liability for all revenues; inventory; equipment; machines; and contents, including merchandise or cash stored at Polk State, shall remain the sole responsibility of the Contractor.

e. Over the term of the Agreement, the Contractor will proactively design and implement ongoing marketing plans. Contractors shall include with the proposal a line-item marketing, special promotion, and advertising expense fund, in a specific dollar amount, dedicated to building revenue.

f. All vending machines and cash registers shall accept cash and major credit cards. There will be no minimum sales amount or up-charge in sale price for the use of cards.

g. The sales price of all products shall not be higher than the price normally charged at higher-education facilities or to the public local to each campus. If the Contractor desires to make changes after the first year of this agreement in prices, quantity, or quality of products offered, the Contractor must submit a written request for such proposed changes together with specific justification for the changes. Polk State will either approve or disapprove the changes within thirty (30) working days. It is the intention of Polk State to approve changes in sales prices or other financial relief when the basis for adjustments are quantified and documented and such changes are necessary to provide a fair and equitable profit margin for the Contractor.

h. Pricing and commission rates for any proposed new or additional products not listed in the Contractor’s original proposal must be pre-approved by Polk State in writing prior to offering them for sale.

i. Polk State, its designee, or the State Auditor General’s Office shall have the right to inspect the Contractor’s records, Point of Sale (POS) meter readings, invoices, and any other accounting documentation necessary to verify sales and/or commissions.

j. Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying of all foods, beverages, and direct supplies.
However, Polk State is to receive the full benefit of all quantity purchase rebates and off-invoice discounts associated with purchases made on its behalf.

Upon request, Contractor must document its process(es) for verifying that all vendors are in full compliance with all legal mandates and food-service industry best practices relative to the manner food is purchased, stored, and transported to Polk State facilities.

The Minimum Purchase Specifications that must be adhered to include:

- All meat and meat products are slaughtered, processed, and manufactured in plants operated under a USDA Inspection program and bear the appropriate seal. All meat and meat products are sound and sanitary on delivery.
- No preservatives, tenderizers, or coloring agents may be added to any fresh meat or fresh meat product. Imported fresh or frozen meat products are prohibited.

The minimum grading requirements are as follows:

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be USDA #1.
- Poultry shall all be USDA Grade A, including all fresh and frozen products.
- Provisions or variety meats shall be USDA Grade #1. Deli meats shall not contain gelatins, water, sugars, starches, or added fillers. They shall be 100% natural and comparable to the “Boar’s Head” brand name.
- Fresh fish and seafood is to be US Grade A; frozen fish and seafood must be a nationally distributed brand, and inspected by the U.S. Department of Commerce (USDC) Seafood Inspection Program. All fish served must be rated “Best Choices” by the Monterey Bay Aquarium Seafood Watch.
- Eggs - Fresh USDA or state graded AA.
- Butter - USDA Grade AA - 92 score.
- Cheese - USDA Grade A for all graded cheese.
- Milk and Milk products - USDA Grade A.
- Fruits and vegetables - USDA Fancy to USDA #1 are to be used.
- Dry stored items and canned goods - USDA Grade A Fancy.
- Frozen fruits and vegetables - USDA Grade A.
- Contractor shall bake as many items in-house as possible. High quality mixes, frozen par-baked, and ready-to-bake items can be utilized. Organic products and food products from local sources are desired.

Nothing in the above specifications is intended to compromise the Contractor’s ability to source locally grown or manufactured products.
Contractor shall adhere to all laws and guidelines addressing salt, trans-fats, sugary soft drinks, and labeling currently in effect as well as any other regulations that may evolve in the future.

Polk State reserves the right to periodically review invoices to ensure that these specifications are being met. Any deviation from specifications must be approved by Polk State’s Purchasing Director prior to purchase.

Polk State shall have free access to any records, ingredients, production methods, product specifications, menus, and foods issued to each service unit to verify that these specifications are met.

k. The Contractor shall maintain all books and records customarily used in this type of operation in accordance with accepted accounting practices standards. All records and books of account recording gross sales transactions, or in any way connected with the service, shall be kept at all times within Florida.

l. A Contractor submitting a proposal for dining services must attach a letter from its surety company that commits to writing a $50,000 performance bond for its company if awarded this contract.

m. The Contractor will operate on a profit and loss basis using the operating hours, conditions specified, and menu prices proposed. Using the below format, the Contractor shall submit a dining services pro forma operating statement for the first full year of operation.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash sales</td>
<td></td>
</tr>
<tr>
<td>Credit card sales</td>
<td></td>
</tr>
<tr>
<td>Total sales</td>
<td></td>
</tr>
<tr>
<td>Food cost</td>
<td></td>
</tr>
<tr>
<td>Salaries and wages</td>
<td></td>
</tr>
<tr>
<td>Paper/disposables</td>
<td></td>
</tr>
<tr>
<td>Commissions</td>
<td></td>
</tr>
<tr>
<td>Branded royalties</td>
<td></td>
</tr>
<tr>
<td>Promotions/merchandising</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>Office supplies</td>
<td></td>
</tr>
<tr>
<td>Bank charges</td>
<td></td>
</tr>
<tr>
<td>Credit card fees</td>
<td></td>
</tr>
<tr>
<td>Cleaning supplies</td>
<td></td>
</tr>
<tr>
<td>Uniform/laundry</td>
<td></td>
</tr>
<tr>
<td>Travel/vehicle</td>
<td></td>
</tr>
<tr>
<td>Flowers/rentals</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Small wares replacement</td>
<td></td>
</tr>
<tr>
<td>Depreciation 1</td>
<td></td>
</tr>
<tr>
<td>Repairs</td>
<td></td>
</tr>
<tr>
<td>General and administrative 2</td>
<td></td>
</tr>
<tr>
<td>(Discounts, rebates, volume incentives) 3</td>
<td></td>
</tr>
<tr>
<td>Total expenses</td>
<td></td>
</tr>
<tr>
<td>Operating profit</td>
<td></td>
</tr>
</tbody>
</table>

RFP 14-03 for Vending and Dining
1) An amortization schedule of any Contractor-funded improvements and/or investment must be included in the proposal together with applied interest rates. All equipment and capital improvements funded by the Contractor will become the exclusive property of Polk State upon the conclusion of this initial agreement. Such investment is to be amortized over the life of the contract with an appropriate buy-out clause for any underappreciated value for early termination.

2) The Contractor will describe, in detail, the resources that are covered by general and administrative expenses.

3) The Contractor will procure and pay for all food and food supplies utilized by and in the course of such procurement. The Contractor will take full advantage of all trade discounts, rebates, credits, and volume incentives and openly credit them against the purchase price.

15. REPORTS

a. The awarded Contractor shall provide electronic sales reports by dining, beverage, and vending sales by campus/center monthly to Polk State. All reports must be in user-friendly formats.

Polk State shall meet with the Contractor not less than quarterly to review the dining services program to ensure a continuous improvement perspective. Contractor shall establish quantitative goals and corresponding metrics to measure customer satisfaction, quality of service, quality of food, and financial performance.

b. Successful Contractor(s) will provide Polk State with the following monthly reports not later than the 20th day of the following month: a complete set of vending and dining services revenue and expense statements. The financial statements shall show the budgeted and actual sales and/or operating profit results for the current period, previous period, and year-to-date. Contractor shall note causes and appropriate documentation of abnormal revenue and expense deviations from budget as part of these statements.

c. Contractor must provide with RFP their submittal samples of all financial and operational reports to be submitted.

d. The successful Contractor will reconcile these records and reports with a Polk State designee as may be requested.

e. The Contractor must keep all accounting records on file at the Contractor's office and accessible for review or full audit, with or without prior notification, by State of Florida Auditor General, Polk State, or its designee for the entire term of the contract and for five (5) years thereafter.

f. Total transparency is required; Polk State may at any time request any additional supporting details, data, or reports that are directly related to the Contractor's operations at Polk State. The Contractor must provide any such information within five (5) business days.

g. Copies of all Florida Department of Health inspection reports will be submitted to the Polk State College Purchasing Director on the day of inspection.

h. Contractor will annually provide to Polk State:
   • Summary Food Service Profit and Loss Statement.
   • An external CPA auditor report documenting it has audited and confirmed the accuracy of the prior year's sales, records, and commission payments to Polk State.
16. **Sample Contract**

Provide a sample contract with your proposal.

17. **Licenses / Permits**

It shall be the responsibility of the Contractor to obtain, at no additional cost to Polk State, any and all licenses and permits required to complete the contractual services. These licenses and permits shall be readily available for review by Polk State’s Director of Purchasing or his/her designee.

18. **Bonds**

   a. Contractor shall provide and maintain fidelity bonds, with Polk State College as loss payee, in an amount not less than $10,000.00 for each employee.

   b. The bond amount for employees responsible for the handling of daily gross revenues shall be $100,000.00, drawn on such company as is acceptable to Polk State.

   c. Contractor shall be required to provide Polk State College with a performance bond in the amount of $25,000.00 per year to guarantee performance under the terms of the contract.

19. **POLK State’s Mission Statement / Vision / Core Values**

   **Mission Statement:**
   Polk State College is a quality-driven educational institution providing access to affordable associate and baccalaureate degrees, career certificates, and workforce development programs, delivered by diverse, qualified faculty and staff who are committed to student learning and achievement through the consistent practice of collaboration and focus on excellence.

   **Vision:**
   Polk State College will be a world class college and Florida's leader in workforce development.

   **Core Values:**
   Service ● Knowledge ● Integrity ● Leadership ● Diversity

20. **Acknowledgement**

By submitting a proposal, the Proposer acknowledges that he/she has read this Request for Proposal, including the Contract Template, understands it, and agrees to be bound by its terms and conditions.

21. **Time Period for Acceptance**

All proposals received shall remain firm for a period of one hundred twenty (120) calendar days, after the date specified for receipt of proposals.
## Tentative Procurement Schedule

1. The tentative schedule for this procurement is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Item, Location, and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 12, 2014</td>
<td>RFP advertised and released (distributed)</td>
</tr>
</tbody>
</table>
| February 19, 2014| Pre-Proposal Conference  
*Lakeland conference room LTB 1125 with kitchen tours (2) to follow.*  
*at 10:00 a.m. EST*                                                                                       |
| March 5, 2014    | Cut-off for Proposer’s questions                                                                                                                       |
| March 13, 2014   | Proposals Due  
*Deliver to the Purchasing Department*  
*Room WAD 136 by 4:00 p.m. EST*  
*Formal acknowledgement in Room WAD 236 immediately thereafter*                                            |
| April 3, 2014    | Evaluation Team meets and short-lists                                                                                                                  |
| April 4, 2014    | Reference check and site visits begin                                                                                                                 |
| April 23, 2014   | Oral presentations and recommendation of award determined                                                                                             |
| May 26, 2014     | Board approval  
*4:00 p.m. EST*  
*Location will be posted on dedicated webpage.*                                                             |
| July 1, 2013     | New Contract begins                                                                                                                                     |

2. The above tentative schedule is subject to change. All changes will be posted on the website at:  
www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-04.aspx

3. **College Calendar:**

   Polk State’s College Calendar is available online at:  
www.polk.edu/currentstudents/Pages/AcademicCalendar.aspx
Insurance Requirements

1. Applicability
   a. Only the awarded firm must comply with the following insurance requirements.
   b. Please do NOT include a certificate of insurance with your submittal.
   c. The awarded firm will be required to provide a certificate of insurance at time of contract execution.

2. Requirements
   During the performance of the services under this Contract, Contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Liability:</strong> Comprehensive Commercial General Liability including Products Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Personal and Adv. Injury</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 General Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Products</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products Aggregate</td>
</tr>
<tr>
<td><strong>Automobile Liability:</strong> owned, non-owned, and hired automobiles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 combined single limit each accident</td>
</tr>
<tr>
<td>Waiver of Subrogation Endorsement</td>
<td>Show POLK STATE in Schedule</td>
</tr>
<tr>
<td><strong>Excess Liability or Umbrella</strong></td>
<td>$5,000,000 each occurrence</td>
</tr>
<tr>
<td><strong>Crime or Faithful Performance</strong></td>
<td>$100,000 Employee Theft or Loss</td>
</tr>
<tr>
<td></td>
<td>$100,000 Depositors Forgery or Alt</td>
</tr>
<tr>
<td></td>
<td>$100,000 Computer and Funds Transfer</td>
</tr>
<tr>
<td><strong>Worker's Compensation</strong></td>
<td>$100,000 each accident or disease</td>
</tr>
<tr>
<td></td>
<td>$500,000 aggregate</td>
</tr>
<tr>
<td><strong>Employers Liability</strong></td>
<td>$500,000 each accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 each employee - disease</td>
</tr>
<tr>
<td></td>
<td>$500,000 policy limit - disease</td>
</tr>
</tbody>
</table>

3. Conditions
   a. Policies must be written by an insurance company authorized to do business in Florida.
   b. Policies other than Worker's Compensation shall be issued only by companies authorized by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A-" or better and a Financial Size Category of "VI" or better according to the A.M. Best Company.
      1) Ratings may be verified by Polk State at [http://www.ambest.com/](http://www.ambest.com/).
c. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

d. Contractor shall furnish Polk State **certificates of insurance** which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been endeavored to be made to Polk State.

e. Contractor shall include Polk State as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Contract. All of Contractor's sub-contractors shall be required to include Polk State and Contractor as **additional insured** on their General Liability insurance policies.

f. All policies shall be in **Occurrence** form only. “Claims made” insurance policies are **not** acceptable, unless there is an extended claims reporting period of five (5) years.

g. Defense must be in addition to the limits of liability.

h. The Contractor shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by Polk State.

5. **Self-Insured**

In the event the Contractor is a self-insured organization, different insurance requirements may apply.

6. **Misrepresentation**

Misrepresentation of any material fact, whether intentional or not, regarding the Contractor’s insurance coverage, policies, or capabilities may be grounds for rejection of the Submittal and rescission of any ensuing contract.

7. **ACORD Sample as Reference**

a. A sample ACORD Certificate of Liability Insurance is available on the dedicated website as a reference. The verbiage and alterations which will be required to be made to the form are shown for your information.

b. To expedite the provision of proof of insurance to POLK STATE, Submitting firms are encouraged to forward the sample form to their insurance companies.
Website

1. POLK STATE Purchasing Department’s Website

The Polk State Purchasing Department’s website can be found at:

www.polk.edu/purchasing/
Instructions for Preparing Proposals

All submittals are subject to Florida Statute 119.07: Public Records.

A. Forms

For ease in preparation of your Proposal, forms are available in Microsoft Word format at:

www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14.03.aspx

B. Proposal Format

1. Polk State College Logo -- Trademarked
   
   a. Polk State College’s logos are trademarked and will NOT be provided to you for use in preparation of your Proposal.
   
   b. Do NOT download our logo to include in your Proposal.

2. For ease of evaluation:
   
   a. It is recommended that a 3-ring binder be used (not GBC or spiral binding).
   
   b. Include your company name and/or logo on the cover and spine.
   
   c. The proposal should be submitted on 8½ x 11 inch paper.
      
      1) You may utilize 11 x 17 inch foldouts for schedules, organizational charts, etc.
   
   d. Portrait orientation
   
   e. The sections should be separated using divider tabs for easy reference (see below).
      
      ✓ The tabs should be pre-numbered and/or include the section title.
   
   f. Ensure all information is typewritten (via word processor, as appropriate)
      
      a) Use either Arial or Calibri fonts.
      
      b) Colored fonts and highlighting may be used.
   
   g. Include your company name on the binder’s spine.
   
   h. Duplex (2-sided) the pages to the fullest extent possible.

3. Format
   
   a. Submit twenty (20) electronic copies of your Proposal:
      
      1) May be submitted on either flash drives or CDs/DVDs.
      
      2) Each section should be included as a separate folder labeled as per section 3g below, with documents therein.
3) The documents may be in Word, Excel, PowerPoint, or PDF format.

b. Additionally, submit twenty (20) complete sets (hard-copies in binders) of your Proposal as follows:
   
   1) One (1) marked original.
   2) Nineteen (19) hard-copies marked “copy.”
   3) Duplex (2-sided) the hard-copy pages.

c. This quantity is required so that a full and complete copy of your Proposal can be provided to each member of the Evaluation Team.

d. Each of the binders and electronic copies must be complete, with all supporting documentation.

e. Place the books and electronic media in a sealed box, and deliver to Polk State Purchasing marked as follows:

   Company Name  
   Return Address  
   RFP 14-03 for Vending and Dining service  
   Due: March 13, 2014 at 4:00 p.m.

g. The hard-copy Proposal should be divided by tabs into eleven (11) sections, which shall be numbered or named:

   1. Basic Information  
   2. Minimum Requirements  
   3. Price Proposal  
   4. Work Plan  
   5. Experience of Firm  
   6. Experience of Proposed Personnel/Staffing  
   7. Information, Communications, and Technology  
   8. Resolution of Litigation  
   9. Financial Capability  
   10. Contract Documents  
   11. References

C. Proposal Submittal

1. Basic Submittal Information

Proposers shall include the following information/submittals:

a. Letter of Transmittal: This one-page letter will summarize in a brief, concise manner, the Proposer's positive commitment to perform the work in a professional and timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with Polk State College. The letter must indicate the official's title or authority.

b. Proposer Information: Complete the "Proposer Information" form of the RFP, which includes:

   1) Proposer: Company/firm name and addresses (street address and mailing address)
2) **Contact Person**: The person who should be contacted regarding the proposal or to notify short-listing, oral presentations, or recommendation of award.

3) **Internet Contact**: Include Contact Person’s email address and the firm’s website address (if applicable).

4) **State**: *(ex: Florida or Alaska)* where incorporated.

5) **FEIN**: Provide the Federal Employer Identification Number of the Proposer.

6) **SSN**: In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners. Use SSN only if the FEIN is not provided.

7) **Telephone Number**: Direct phone number of the Contact Person. Include extension number.

8) **Fax Number**: Direct fax number of the Contact Person.

9) **Type of Business**: Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.).

c. **Acknowledgment of Addenda**: Include the acknowledgement page (signed and dated) of the last/final addendum issued by Polk State, if applicable.


e. **Drug-Free Workplace**: Provide a statement concerning the Proposer’s status as a Drug-Free Workplace [DFW]. In accordance with Florida Statute 287.087, whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

f. **History of Firm**: Include a chronological history of your firm. Include items such as:

1) Date incorporated
2) Date when Project Architect joined the firm
3) Dates that the current partners/officials joined the firm
4) New satellite office(s) opening dates
5) Completion dates of major projects
6) Any “firsts” or important events experienced by the firm

g. **Subsidiaries**: Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the Principals’ interest in this company and nature of business.

2. **Minimum Requirements/Licensing/Corporate Information**

a. Provide sufficient information (attachments) to clearly show that the minimum qualifications are met. Provide copies of licenses as follows:

1) If Proposer is a corporation, provide a copy of the certificate from the Florida Secretary of State verifying that the Proposer’s corporate status is in good standing.
2) In the case of out-of-state corporations, provide evidence of authority to do business in the State of Florida.
3) Local business license.
b. Proposals submitted by firms under “joint venture” arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents and amendments resulting from negotiations/award of this RFP.

3. Price Proposal

a. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of this contract.

b. Provide a detailed and complete schedule of charges for Evaluation Team review.

c. The following should be submitted as part of the price proposal:
   1) Commission rate on vending snack food as a percentage of sales
   2) Commission rate on vending soda as a percentage of sales
   3) Commission rate on vending cold beverage as a percentage of sales
   4) Commission rate on Dining Room as a percentage of sales
   5) Minimum Annual Guarantee as a fixed dollar amount

4. Work Plan

a. The Scope of Work includes providing specific services needed by Polk State. Describe how your firm will provide the services and support each phase.

b. This section of the Proposal must explain the Proposed Style of Operation to be provided. Provide a summary of the approach to be taken in terms of management, staffing, menu, and catering.

c. Describe all services to be provided to Polk State College.

5. Experience of Firm

Provide a brief statement of qualifications that includes the firm’s size/staffing. Detail any information that would give the Proposer an advantage in completing this project.

6. Experience of Proposed Personnel/Staffing

a. Organizational Chart: Provide an organizational chart, as it will relate to this project, indicating key personnel and their relationships.
   1) Indicate each staff member’s previous assignments and responsibilities.
   2) Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
   3) Indicate which positions are full-time and part-time.

b. List of Staff: Include a synopsis, in table format, of all personnel or positions to be assigned to Winter Haven and Lakeland.

c. General Manager: Complete and submit the form attached.
7. Information, Communications, and Technology
   a. Identify meeting schedule(s) that will be used during the term of the contract.
   b. Detail the communication systems/software.
   c. Describe the functions and capabilities of your computer-based information systems.

8. Resolution of Litigation
   a. **Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized/decided by a Court of Law, which were filed by or against the Submitting Firm in the past five (5) years (complete and submit a Disputes Disclosure Form).

9. Financial Capability
   a. Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
   b. Include the audited Balance Sheet and Income Statement from the prior two (2) years.
   c. Include a summary of the Proposer’s financial resources (including audited financial statements and annual reports for the last two years).
   d. Said statements and reports should be from the corporate entity making the Proposal rather than its parent corporation.

10. Contract Documents
    a. Due to the special terms and conditions justified by the specialized nature of the services, a sample contract has not been included in this RFP document.
    b. Provide a full copy of all suggested agreements/contracts for legal review.

11. References
    To be responsive, Contractor shall list below 3-5 references relating to it providing similar services defined in this RFP. Preference will be given to references that are for higher education clients.
    a. The evaluation team considers both the information provided by the references and the percentage of replies received.

**NOTE:** All proposals are subject to the Florida Public Records Act, F.S. 119.
Evaluation of Proposals

1. Evaluation Method
   a. Polk State will appoint an Evaluation Team consisting of members of its faculty, staff, and students to evaluate proposals, and to recommend award of a contract which meets the best interests of Polk State College. The District Board of Trustees shall make the final award.
   b. Polk State shall be the sole judge of its best interests, the proposals, and approval of the resulting contract. The Board of Trustees’ decision will be final.
   c. The Evaluation Team will meet and score the proposals in accordance with the criteria and their weights with a point structure of the following:

   - 0 = No information/mathematical calculation provided
   - 1 = Poor
   - 2 = Below Average
   - 3 = Average
   - 4 = Above Average
   - 5 = Excellent

2. Non-Responsive Proposals
   a. Non-responsive proposals will be rejected by the Purchasing Department, and will not be distributed to the Evaluation Team for consideration. Additionally, the Evaluation Team may determine that one or more required submittals to be so inadequate as to be non-responsive. A non-responsive proposal may include the following:
      1) Late submission
      2) Failure to meet minimum requirements
      3) Failure to follow the required format
      4) Failure to acknowledge addenda (unless all changes are not materiel)
      5) Failure to provide required submittals/documentation
   b. The Evaluation Team will evaluate all responsive written proposals to determine which proposals best meet the needs of Polk State.

3. Evaluation Criteria
   a. The criteria and weights shall be utilized in the evaluation of the written proposals and oral presentations.

4. Evaluation of Written Proposals/Short-Listing
   a. Upon completion of the evaluation of all written proposals, the Evaluation Team shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in a “Competitive Range” to give an oral presentation.
b. Should the Evaluation Team determine to recommend award to the Proposer with the highest score at this time, the Purchasing Department shall execute a written reference check. A reference questionnaire will be emailed to each of the references listed in the Proposal. A written tabulation of the responses will be provided to the Evaluation Team if the responses are a cause for concern, and the Evaluation Team may reconsider its recommendation for award.

c. Only those firms with the highest scores rated in accordance with the weighted criteria will be invited to give oral presentations.

d. The list of short-listed Proposers will be posted on the dedicated Webpage.

5. Notification of Short-Listing

a. The short-listed Proposers will be notified, as follows:

1) A letter will be sent to those firms who have been short-listed, notifying them of the place and time of their presentation and interview.

2) In the event that there are any specific questions that the Evaluation Team would like for all of the short-listed proposers to address, they will be included in this notification.

3) Should the Evaluation Criteria for the Oral Presentations be changed, the revisions will be included in the letter.

6. Reference Check

a. The evaluation criteria for the Oral Presentations will include References, and may involve on-site visits to Submitting Firm’s place of business or clients by members of the Evaluation Team.

b. The Purchasing Department shall perform a written reference check.

1) A 1-page reference questionnaire will be emailed to each of the references listed in the Submittal.

2) Each of your references should be aware that they may be contacted and should be ready to respond in a timely manner.

3) A written tabulation of the responses will be provided to the Evaluation Team; therefore, these criteria need not be covered in your oral presentation.

7. Site Visits

a. Members of the Evaluation Team may visit a service site or client of the short-listed proposers.

8. Oral Presentations

a. Short-listed firms may be invited to give an oral presentation. These presentations shall provide an opportunity for the Proposer to clarify its qualifications, approach, and ability to furnish the required services.

b. The process may involve on-site visits to Proposer’s or its clients’ place(s) of business.

c. Firms responding to this RFP must be available for presentations and interviews.
The criteria for evaluating the oral presentation is provided. The criteria are subject to change. In the event that the criteria are revised, the short-listed Proposers will be advised of the changes. The final scoring will be wholly based on these criteria.

e. The interview time shall be limited to one (1) hour. Forty-five (45) minutes shall be allotted to the presentation with the remaining time for questions and answers with Proposer’s project team.

f. It is highly recommended that the management team (General Manager and other key employees who will be assigned to this project) should give the presentation.

g. As part of the presentation, be prepared to discuss the services that you will provide, with an emphasis on innovations planned.

h. Written handouts and/or “leave-behinds,” such as brochures and PowerPoint hand-outs (recommend 3 slides per-page) are permitted.

1) If you use PowerPoint as a part of your presentation, both a hard-copy and an electronic copy of the presentation must be provided to the Director of Purchasing upon your arrival.

2) Providing a hard-copy of the presentation to the Evaluation Team is recommended, but not required.

i. Gifts, including food products, for the Evaluation Team are expressly prohibited.

j. You may bring your presentation on a flash-drive. Polk State will provide a computer, remote, and screen. Short-listed firms should consider bringing their own equipment (as a back-up precaution) to use for PowerPoint (or other) presentations, in case of software/hardware incompatibility.

k. The Oral Presentations are subject to the “Sunshine Law,” FS 286.011, and are, therefore, open to the public and will be video-taped.

9. Approval by Polk State’s President

Following oral presentations, the Evaluation Team shall rank the short-listed firms in accordance with weighted criteria as indicated within the RFP and shall make a recommendation to Polk State College’s President a suggested ranking for approval/disapproval.

10. Posting of Recommendation

a. The President’s recommendation for ranking will be posted for review by interested parties at the Purchasing Department and at the dedicated webpage prior to submission to the District Board of Trustees (DBOT) for final acceptance of ranking.

b. The recommendation will remain posted to the dedicated webpage and the ITB/RFP bulletin board in the Purchasing Department for a period of at least three (3) working days.

11. Negotiation and Award

a. Polk State College anticipates award to the highest ranked Proposer, judged to be the most advantageous. Final approval of the ranking of Proposers shall be by Polk State College’s District Board of Trustees at a regularly-scheduled public meeting.
b. The RFP and ranking process does not constitute an offer, agreement, or a contract with the Proposer. Once the ranking is approved, negotiations will commence with the top-ranked firm. If successful, Polk State College will award and enter into a contract with that firm. Failure to negotiate with the first-ranked firm will result in a negotiation with the second-ranked firm, and so on.

c. The Contract will become binding upon approval by the appropriate level of authority within Polk State College, and executed by the parties.

12.  Protests

Failure to file a protest within 72 hours of posting of the recommendation for award shall constitute a waiver of proceedings.

13.  Award

a. Polk State College anticipates award to the Submitting Firm whose submittal is judged by Polk State College to be the most advantageous.

b. Final approval of the ranking shall be by Polk State College's District Board of Trustees at a regularly-scheduled public meeting.
**Evaluation Criteria for Written Proposals**

<table>
<thead>
<tr>
<th>Criteria for Evaluating Written Proposals</th>
<th>Weight</th>
</tr>
</thead>
</table>
| **Experience** – providing similar higher education dining services  
  1) Application of best practices in higher education  
  2) Planning and budgeting semester cycles  
  3) Pro Forma comparisons | 15% |
| **Proposed on-site management** – organizational structure, staffing levels  
  1) Tenure  
  2) Education  
  3) Full-time/part-time  
  4) Student employment  
  5) Executive support structure, visitation schedules | 15% |
| **Marketing** – concepts, brands, merchandising, special programs  
  1) Loyalty programs  
  2) Seasonal and ethnic events  
  3) Discounts  
  4) Advertising  
  5) Social media  
  6) Nationally known – iconic brands | 10% |
| **Sustainability**  
  1) Awareness  
  2) Commitment | 10% |
| **Catering**  
  1) Range of concepts available, low to high  
  2) Minimum orders, volume discounts  
  3) Delivery options  
  4) Special inducements | 10% |
| **State of the Art Technology**  
  1) Point of Sale systems  
  2) Digital signage  
  3) User-friendly reports, ability to manage information | 5% |
| **Pricing**  
  Comparison of market basket of retail products offered | 10% |
| **Vending**  
  1) Types of equipment – state of the art  
  2) Glass front beverage machine expansion | 10% |
| **Financial Return**  
  1) Minimum annual guarantee  
  2) Commissions  
  3) Growth incentives, bonuses  
  4) In-kind business | 5% |
| **Capital investment** – brand build-out  
  1) Dollar amount committed  
  2) Areas of investment  
  3) Terms of ownership  
  4) Buy-back provisions | 10% |
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase #1 evaluation scores – carried forward</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Oral Presentation</strong></td>
<td>50%</td>
</tr>
<tr>
<td>1) Clear communication of features and benefits</td>
<td></td>
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<tr>
<td>2) Professionalism</td>
<td></td>
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<tr>
<td>3) Compatibility with the Polk State College culture</td>
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<tr>
<td>4) Recommended Performance Measures for Accountability</td>
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<tr>
<td>5) Sales and marketing strategy</td>
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<tr>
<td>6) Service and innovation</td>
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<tr>
<td>7) WOW factor</td>
<td></td>
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<tr>
<td><strong>Site Visits</strong></td>
<td>20%</td>
</tr>
<tr>
<td>1) Observations, customer service</td>
<td></td>
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<tr>
<td>2) Observations, sanitation</td>
<td></td>
</tr>
<tr>
<td>3) Taste and presentation, quality of food products</td>
<td></td>
</tr>
<tr>
<td>4) Client interviews</td>
<td></td>
</tr>
<tr>
<td><strong>References</strong></td>
<td>10%</td>
</tr>
<tr>
<td>1) Letters of Reference</td>
<td></td>
</tr>
<tr>
<td>2) Results of written reference check</td>
<td></td>
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<tr>
<td>3) Telephone interviews</td>
<td></td>
</tr>
</tbody>
</table>

The above criteria and weights are subject to change.
Submittal Forms

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Electronic copies of the above forms available at:

www.polk.edu/businessandcommunity/purchasing/rfp/Pages/14-04.aspx

in Microsoft Word format
Proposer Information

<table>
<thead>
<tr>
<th>Proposer Name:</th>
<th>Formerly:</th>
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<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
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<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Web Site Homepage:</td>
</tr>
</tbody>
</table>

**Type of Business:** *(Check one)*
- [ ] Corporation
- [ ] Sole-Proprietorship
- [ ] Partnership
- [ ] Joint Venture

<table>
<thead>
<tr>
<th>Telephone Number:</th>
<th>Toll Free Telephone Number:</th>
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<tr>
<th>Fax Number:</th>
<th>Incorporated in the State of:</th>
<th>Date:</th>
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Federal Employer Identification Number:
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SSN (if Sole-Proprietorship or Partnership):
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__ __-__ __-__ __ __ __ __
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*Only required if FEIN is not provided*

*This form must be completed and returned with your proposal.*
This form must be completed and returned with your proposal.
Drug-Free Work Place Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _______________________________ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace; the business’s policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]

Proposer’s Signature

[Date]

Date
Minimum Qualifications

1. The Proposer shall meet the following minimum experience qualifications:
   a. The Principle or General Manager must have a minimum of three (3) years’ experience in Higher Education Dining Services.
   b. Currently licensed.
   c. Experience in related higher-education projects.
   d. The Contractor shall have the equipment and labor resources to provide all services.

2. Complete the following items and submit with your proposal:
   a. On what date did your company incorporate in the State of ________________?
   b. Length of time in business: ____________________ Years
   c. License Number
   d. Year Licensed
   f. How many people does your company directly employ? ____________________ People

3. Attach a listing of innovative food service equipment your company owns. Include equipment that would relate to supporting this contract.

   Proposer: ________________________________

   Include in Section 1 of your Proposal.

   This form must be completed and submitted with your proposal.
### Price Proposal

<table>
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<th>ITEM</th>
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<tbody>
<tr>
<td>COMMISSION ON VENDING</td>
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<td>SNACK FOOD SALES</td>
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<td>COMMISSION ON VENDING</td>
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<tr>
<td>SODA SALES</td>
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<td>COMMISSION ON VENDING</td>
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<tr>
<td>COLD BEVERAGE SALES</td>
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<td>COMMISSION ON DINING ROOM</td>
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<td>SALES</td>
<td>%</td>
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<tr>
<td>Minimum Annual Guarantee</td>
<td>$</td>
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Proposer: ___________________ Signature: ___________________

This form must be completed and returned with your proposal.
General Manager

General Manager's name:

Include similar projects in which the proposed General Manager has served in the capacity of General Manager.

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Company/Owner:</th>
<th>Completion Date:</th>
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<tr>
<th>Summary of Work:</th>
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This must be completed and included with your submittal to fulfill the requirements of Item 8.f.
**Disputes Disclosure**

**Summary of Litigation**

Answer the following questions by placing an "✓" or check “✓” in the box (☐ or ☑ ) after "YES" or "NO." If you answer "YES," please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

| YES □ NO □ | Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? |
| YES □ NO □ | Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? |
| YES □ NO □ | If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract. |
| YES □ NO □ | Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? |
| YES □ NO □ | If yes, state the nature of the request for equitable adjustment, contract claim, or litigation; a brief description of the case; the outcome or status of suit; and the monetary amounts involved. |

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement:

✓

Authorized Signature (Officer)  Date

Printed or Typed Name  Title

---

RFP 14-03 for Vending and Dining  42
<table>
<thead>
<tr>
<th>Educational Client Name/Address</th>
<th>Contact Person</th>
<th>Contractual Relationship/Annual Sales ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name:</td>
<td>Relationship:</td>
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<td>Sales:</td>
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<td>Email:</td>
<td>Year:</td>
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<tr>
<td>Non-Educational Client Name/Address</td>
<td>Contact Person</td>
<td>Contractual Relationship/Annual Sales ($)</td>
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<td>Relationship:</td>
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<td>Year:</td>
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</table>

Include Email Address

Be sure to reconfirm all Email addresses prior to submittal to ensure they are up-to-date.
Polk State College is required to report MBE/WBE expenditures to the State of Florida’s Office of Supplier Diversity (OSD) on an annual basis. The report includes a supplemental list of firms who have indicated that they are owned by a woman or minority, but have not been certified by OSD, although they may be certified by other public entities.

It is requested that MBE/WBE-owned firms complete this page and include it with their submittal in Section 1 for reporting purposes only.

**Type of Business:** Check applicable block(s)

- **African-American** includes persons having origins in any of the black racial groups of Africa.
- **Hispanic American** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.
- **Native American** includes American Indians, Eskimos, Alaskan Indians, Aleuts, and Native Hawaiians.
- **Asian-Pacific Americans** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.
- **Asian-Indian Americans** includes persons whose origins are from India, the Indian Sub-Continent, and Pakistan.
- **Woman-Owned Business Enterprise**

**Note:** MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which has at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock is owned by the minority or women. The minority or woman ownership must exercise actual day-to-day management and control of the business.

<table>
<thead>
<tr>
<th>Company Name:</th>
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<table>
<thead>
<tr>
<th>Certified by (name of Public Entity, if applicable)</th>
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<tr>
<th>Certificate Number:</th>
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<tr>
<td>Attach a copy, please.</td>
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</tbody>
</table>
# Statement of No Proposal

**RFP #14-03**

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals via fax to 863-297-1085 or via email to pcharneskie@polk.edu or mail to:

**POLK STATE, Purchasing Department**  
999 Avenue H, Northeast  
Winter Haven, Florida  33881-4299

We, the undersigned, have declined to propose on the above referenced Request for Proposal for the following reason(s):

- [ ] Scope of Work or Terms and Conditions are too "restrictive" *(please explain below)*
- [ ] Unable to meet requirements *(please explain below)*
- [ ] RFP was unclear *(please explain below)*
- [ ] Insufficient time to respond
- [ ] We do not offer this type of service or equivalent
- [ ] Unable to meet bond or insurance requirements
- [ ] Other *(please explain below in “Remarks”)*

Remarks:

- [ ] Remove us from your “Vendor Database”

<table>
<thead>
<tr>
<th>Company:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Printed Name:</td>
</tr>
</tbody>
</table>

Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from the vendor database.