



PALM BEACH STATE
COLLEGE

INVITATION TO NEGOTIATE
ITN 12/13-04

FOOD SERVICE PROGRAM
COLLEGEWIDE

PURCHASING DEPARTMENT MS #27
4200 Congress Avenue
Lake Worth, FL 33461

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1.0 INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

1.1 **GENERAL COLLEGE INFORMATION.** Palm Beach State College (hereinafter referred to as the "College") provides higher education and, technical and occupational training for the residents of Palm Beach County, its district by law, as well as a number of international students. As one of the twenty eight state colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology.

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

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

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

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

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

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

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

1.3 **ITN CONTACT and SUBMITTAL OF QUESTIONS.**

CONTACT:	Jodi Hart	EMAIL:	purchasing@palmbeachstate.edu
TELEPHONE:	561-868-3465	FAX:	561-868-3460

Questions must be received, in writing, on or before the date established in the tentative calendar below. Any question(s) which requires a response which amends the ITN document in any way will be answered via addendum by the Purchasing Department available on our website <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>. Any verbal or written information received by proposers, which is obtained by any means other than this ITN document or by Addenda shall not be binding on the College.

1.4 **CONTACT AFTER PROPOSER'S SUBMITTAL (CONE OF SILENCE):** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the release of the ITN and prior to the contract being awarded unless so notified by the Purchasing Department. A proposal from any firm

will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

- 1.5 **TENTATIVE CALENDAR:** The following are important pre-scheduled dates regarding the ITN, though all dates are subject to change, if required.

Release of ITN	12/17/2012
Pre-proposal Conference (MANDATORY)	01/03/2013
Deadline for Written Questions	01/04/2013
Answers to Questions posted on Palm Beach State College Purchasing website http://www.palmbeachstate.edu/purchasing/bid-openings.aspx	01/09/2013
Proposals Due	01/16/2013
Committee Evaluations	01/21/2013
Posting of shortlist	01/21/2013
Interviews – if necessary	01/25/2013
Negotiations Meeting	01/28/2013-02/01/2013
Posting date of Award Recommendation	02/04/2013
Deadline – Signed contracts to the College	02/08/2013
Contract Commencement	03/11/2013*

* College is on spring break from 3/2/13 through 3/10/13. Vendor will be able to move in to locations and begin stocking and training on 3/2/13.

** Any change to the above calendar dates will be posted on the Palm Beach State College Purchasing website:

<http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>

- 1.6 **SUBMITTAL REQUIREMENTS.** Proposers are requested to organize their proposals in accordance with Section 4.0. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.0. Proposal must be submitted in a sealed package to the Purchasing Department of Palm Beach State College, 4200 Congress Avenue, MS # 27, Lake Worth, FL 33461, on or before 3:00 p.m. on the date established in Section 1.5, Tentative Calendar. Proposal must be submitted in a sealed package with the number and title of this solicitation clearly indicated. The College reserves the right to not consider proposals clearly enumerated and titled. Submittals received after date and time established herein will not be considered.

Submittal package must include: One (1) complete, hard copy proposal with a signed Required Response Form.
One (1) complete proposal in one (1) Adobe.pdf File Format on USB

- 1.7 **PROPOSERS' CONFERENCE.** A Proposers' Conference will be held as follows:

9:00am ~ Thursday, January 3, 2013
CE Bldg, Room 201, Central Campus
4200 Congress Avenue, Lake Worth, FL 33461

Campus Map: <http://www.palmbeachstate.edu/locations/documents/LakeWorth.pdf>

Representatives from all interested companies are required to attend. The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to the College. While project questions and dialogue are encouraged at the Proposer's Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all proposers via Purchasing website at <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>. All questions shall be submitted in accordance with Section 1.3. Any information given, by any party, at the Proposers' Conference is not binding on the College unless it is contained within a subsequently released posting on our website.

- 1.8 **Subsequent Research/Survey Campus Visits** Any subsequent site visits desired by any Contractor who attended the Proposer's Conference, must be by appointment only. Please contact Jodi Hart, Purchasing Director, Purchasing Department, to arrange your visit (phone 561-868-3465). All representatives of proposing Contractors must adhere to the following rules and policies:
- Have prior written permission from Ms. Hart to visit the facilities as other than a normal customer in retail operations/public areas.
 - Do not disrupt normal business operations by speaking to the management and staff teams.
- 1.9 **Implied Agreement** By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this ITN.

2.0 SPECIAL CONDITIONS

- 2.1 **AWARD OF CONTRACT:** Firms will be evaluated by a Selection Committee on their qualifications and abilities to successfully perform the scope of services as indicated herein. The COLLEGE reserves the right to make award to a single contractor, or more than one contractor, or to include an award that designates one or more alternates, or to reject any or all proposals received.
- 2.2 **CONTRACT TERM:** The purpose of the ITN is to establish a contract for each Category beginning with an anticipated contract period from 03/01/2013, through 02/28/2015, with options to renew for two (2) additional two (2) year contract periods with start and end dates to coincide with the spring break period for the academic year.
- 2.3 **JOINT VENTURES:** In the event multiple proposers submit a joint submittal, a single proposer shall be identified as the Prime Proposer. If offering a joint submittal, Prime Proposer must include the name and address of all parties of the joint submittal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this ITN.
- 2.4 **INSURANCE REQUIREMENTS** Proof of the following insurance will be furnished by any awardee to the College by Certificate of Insurance within 10 days of notification by the College.
- A. Commercial General Liability Insurance:
 - 1. Each Occurrence \$1,000,000
 - 2. General Aggregate \$3,000,000
 - 3. Excessive Umbrella Liability \$5,000,000
 - B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this ITN \$1,000,000.
 - C. Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
 - D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
 - E. Insurance Certification must list the College as Certificate Holder.
 - F. Insurance Certification must contain a provision for notification to College 30 days in advance of any material change in coverage or cancellation.
 - G. The College **shall be named as an additional insured with reference to this ITN.** Insurance Certificate must reference ITN # of this solicitation and must list the College as Additional Insured, as follows: *"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of (ITN 12/13-04) entitled FOOD SERVICE PROGRAM from date of commencement to six months after date of completion."*
 - H. The College will not accept "Claims-Made" insurance policies.

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- I. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide the College Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with the College named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverage's should be submitted in writing in accordance with Section 1.3.

- 2.5 **PROHIBITED SIGNS** No signs, advertisements or notices of any kind shall be painted, inscribed on or affixed to any part of the premises or any part of the buildings without the prior written approval of the College. The exception shall be Contractor employee postings in non-public areas controlled by the Contractor. All signs shall be of a uniform nature and expertly produced (i.e. no hand written signs, etc.) in all food units.
- 2.6 **ALCOHOLIC BEVERAGES** No alcoholic beverages shall be sold or served by Contractor in any College facility without prior written permission from the College and issuance of a valid One/Two/Three Day Permit or Special Sales License State of Florida Division of Alcoholic Beverages and Tobacco. If the sale and/or service, of alcoholic beverages, is permitted in College- owned facilities or areas, the Contractor, at its cost, shall be responsible for obtaining any licenses permits required for those activities unless the parties herein in writing agree otherwise. All alcohol service within the College and on the campus is subject to Board of Trustees restrictions. These as well as food service industry standard and best practice procedures must be followed in respect to serving alcohol in all public facilities and at catered events.

3.0: REQUIRED RESPONSE FORM

<u>ITN #:</u> ITN 12/13-04	<u>ITN TITLE:</u> <i>FOOD SERVICE PROGRAM</i>	<u>RELEASE DATE:</u> December 17, 2012	
<u>DATE DUE:</u> January 16, 2013	<u>TIME DUE – AT OR BEFORE:</u> 3:00 p.m.	<u>ORIGINAL HARD COPY PROPOSALS REQUIRED FOR ITN:</u> 1	<u>FLASH DRIVE FOR ITN:</u> 1

PROPOSER INFORMATION

PROPOSER'S NAME: _____

STREET ADDRESS: _____

CITY AND STATE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ CONTACT FAX: _____

CONTACT TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

How were you informed of this solicitation? (Please provide media name(s) in blank space):

- Website: _____
- Newspaper: _____
- Other: _____


Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of this document inclusive of this Request for Qualifications, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Qualifications, and any released Addenda and understand that the following are requirements of this ITN and failure to comply will result in disqualification of submittal ; proposer has not divulged, discussed, or compared the submittal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal	Date
Name of Proposer's Authorized Principal	Title of Proposer's Authorized Principal

NOTE: Entries must be typewritten only. This original Required Response Form must be fully executed and submitted with the Proposal Submission (see Section 4.2.1).

**PROPOSAL ORGANIZATION FORMAT &
SUBMITTAL CHECKLIST**

	TAB #	SECTION
GENERAL INFORMATION		
	1	Title Page
	2	Letter of Transmittal
	3	Acknowledgement of Released Addenda to ITN
	4	W-9 Form: Section
	5	Notice Provision
MINIMUM ELIGIBILITY CRITERIA		
	6	Required Response Form: Section 3.0
	7	Licenses
	8	Financial Capacity
PROPOSER'S EXPERIENCE AND QUALIFICATIONS		
	9	Letter of Interest
	10	Organizational Profile
	11	Organizational Chart
	12	References
	13	Accounting Program
	14	Personnel
	15	Service Termination History
	16	Litigation History
PROJECT SCOPE AND METHODOLOGY		
	17	Proposed Food Service Program
	18	Proposed Catering Program
	19	Days/Hours of Operation
	20	Quality Assurance
	21	Innovative Ideas
FINANCIAL CAPACITY		
	22	Financial Capacity
FINANCIAL PROPOSAL		
	23	Financial Proposal

4.0 - INFORMATION TO BE INCLUDED IN THE SUBMITTAL

In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Hard copy submittals should be presented in a three (3) ring binder and should be limited to not more than 60 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs and financial statements). Oversize pages will be counted as two pages. Dividers shall divide the sections TAB 1 through TAB 23. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 60 pages will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process. Include all information requested herein in your submittal.

4.1 General Information

(1) 4.1.1	Title Page	Include ITN number, date, subject, the name of the proposer, address, and telephone number.
(2) 4.1.2	Letter of Transmittal	Include the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es) and telephone number(s).
(3) 4.1.3	Acknowledgement of Released Addenda to ITN	<p>The College reserves the right to issue any addendum modifying any portion of this ITN. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with proposal.</p>
(4) 4.1.4	W-9 Form	It is a requirement of this ITN that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(5) 4.1.5	Notice Provision	<p>When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the proposal. For the present, the parties designate the following as the respective places for giving notice:</p> <p>To College: Jodi Hart, Purchasing Director Purchasing Department, MS 27 4200 Congress Avenue, Lake Worth, FL 33461</p> <p>With Copy To (College): Jessica Bender, Auxiliary Service & College Card Manager Auxiliary Services Department, MS 61 4200 Congress Avenue, Lake Worth, FL 33461</p> <p>To Proposer: <i>(Proposer to Insert)</i></p> <p>With Copy To (Proposer): <i>(Proposer to Insert)</i></p>

4.2 Minimum Eligibility Criteria

In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification.

(6) 4.2.1	Required Response Form	Submit Required Response Form (Section 3) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification.
(7) 4.2.2	Licenses	Proposer must submit proof of any necessary licenses as per industry standards, and required by law. The Contractor, at its cost, shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operations of food service within the College for each campus.
(8) 4.2.3	Financial Capacity	Proposers shall submit a Dun & Bradstreet Supplier Qualifier Report which has been produced no more than 60 days prior to the due date of proposals. For information on the D & B Supplier Qualifier Report, visit www.dnb.com or contact 1-800-234-3867. The College will utilize the information contained in the D & B Supplier Qualifier Report to evaluate proposal financial capacity as identified herein. Failure to submit a D&B Supplier Qualifier Report, as requested herein, will result in proposal disqualification.

4.3 Proposer's Experience and Qualifications

(9) 4.3.1	Letter of Interest	Submit a brief abstract, of no more than three pages, stating the proposer's interest in the contract; overview of firm qualifications; names, contact information and qualifications key staff; understanding of the nature and scope of the services to be provided and proposer's ability to comply with all requirements of contract. <ol style="list-style-type: none">a) Signed by a duly authorized officer(s) of respondent.b) The respondent shall explain in detail why respondent is interested and why firm would be the best choice for the College.c) Letter shall include the year the firm was established, summarize the firm and their qualification for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.d) The firm shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Letter of Interest after the signature.
(10) 4.3.2	Organizational Profile	Identify the prime Proposer responsible for all portions of this ITN. Include: <ol style="list-style-type: none">a) Current organization's name, address, telephone number, and fax number.b) The date that organization was established.c) The size of the organization.d) The number of years established in business, including operation under other firm names, providing services same or similar as described herein.e) Number of years in business.

In the event that the proposal consists of a Joint Venture, a fully executed Joint Venture Agreement between the parties is required. At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the parties and must identify one party as Prime for the purposes of this project.

(11)
4.3.3 **Organizational Chart** Include organizational chart including Local, District and Corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability, and decision-making authority.

(12)
4.3.4 **References** Provide three references, preferably higher education clients, for which proposer has performed (or is currently performing) work similar in nature, scope and size within the last five (5) years:

- a) Client Name
- b) Client Address
- c) Similarity with scope and size of the College
- d) Owner Contact (owner representative, address, telephone number and email).
- e) Length of time management services have been provided
- f) Average gross sales per month for manual food service operations and catering.

It is the responsibility of each proposer to ensure that all references are current and fully completed. The College reserves the right to contact all references submitted or to seek additional references. The College reserves the right to use an external party, such as D & B Open Rating (or other), to conduct reference checks.

(13)
4.3.5 **Accounting Program** Provide a description of your internal accounting program covering:

- a) Identify all software programs you use for production, inventory management, timekeeping and any interface requirements with POS systems.
- b) The purchasing, receiving, storage, and inventory control systems in place for food and supplies.
- c) Method of recording, verifying, and reporting cash and charge sales.
- d) Fiscal year end accounting period definitions.
- e) Internal audit system.
- f) Internal control of cash handling.
- g) Sample monthly report to be submitted to the College.

See Attachment E - FINANCIAL

(14)
4.3.6 **Personnel** Please submit the following information:

- a) Provide resumes for the proposed campus cafeteria managers and other key management staff for this account. Include any assistant managers with responsibility for retail, board, and catering operations. Resumes should include education, experience, background, specific professional accomplishments and any special qualifications.
- b) Provide resumes of key personnel in regional management positions, as well as candidates for the position of Food Service Director (or equivalent). Please be advised that if your firm should be shortlisted, your proposed Food Service Director candidate will be required to be present at the interview.
- c) A list of corporate staff available for campus support, and the support services they provide, along with a description of the frequency of support the College should expect to receive. Identify how the campus can access these resources.
- d) Provide a description of your student employee program for a similar account/ similar size. Provide the numbers of students employed.
- e) The contractor will include any company-developed manuals, training or other information that indicates concern regarding the following of recognized sanitation principles. Provide an outline of your daily housekeeping and sanitation program

including a plan for implementation. If no materials have been developed, provide information that indicates concern regarding sanitation, training procedures to be utilized, and supervision techniques to ensure that sanitary food handling practices will be utilized.

See Attachment C - PERSONNEL

(15) 4.3.7	Service Termination History	Has your firm terminated, or had any contracts terminated with a company or installation during the past 24 months? If so, identify the name, address, and contact individual, and telephone number of that company or installation. If no service termination history exists, provide a statement to that effect. For Joint Venture proposers, submit the requested information for each member of the Joint Venture.
(16) 4.3.9	Litigation History	Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five (5) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For Joint Venture, submit the requested information for each member of the Joint Venture.

4.4 Project Scope and Methodology

(17) 4.4.1	Proposed Food Service Program	Provide a brief assessment of the College's current operations along with brief word or graphic description of what changes your company is proposing for any cosmetic, concept or capital facility/equipment changes. This portion of your response must include the assessment plus your company's proposal regarding: <ul style="list-style-type: none">a) Proposed retail brands and concepts (state national, local or company owned brands).b) Proposed reconfiguration layouts/conceptual designs, for each area if applicable.c) Proposed menus and prices.d) Advertising/marketing plans.e) Any other concept or specialized proposed equipment, and/or pertinent elements necessary that contributes to an operationally and financially efficient food service program.
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See Attachments A – MINIMUM STANDARDS/OPERATING SPECIFICATIONS,
and Attachment B – EQUIPMENT AND FACILITY MAINTENANCE

(18) 4.4.2	Proposed Catering Program	Submit the following as it relates to a catering program: <ul style="list-style-type: none">a) Proposed menus.b) Pricing for three levels of service (table linens & china, disposable service ware, and pick-up/carry out).c) Staffing levels per customer for catered seated service breakfast, lunch and dinner functions, as well as for receptions and buffet service.d) Sample brochure/marketing piece.e) Catering Equipment/Containers that meet State health codes.
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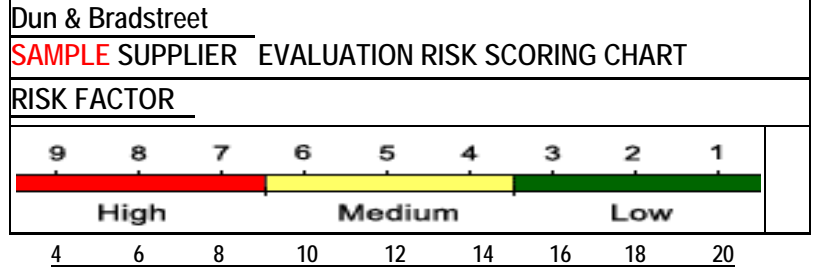
See Attachment D – GENERAL CATERING

(19) 4.4.4	Days/Hours of Operation	Conduct an assessment and propose days/hours of operation for each food service area.
(20) 4.4.5	Quality Assurance	Submit a plan to provide quality assurance with the respect to all aspects of the Food Service Program. The plan should include: <ul style="list-style-type: none"> a) Sample inspection/quality audit forms used internally and as part of any College/regional visitations. Please state if the results of these audits will be shared with the College's contract administrator. b) Follow-up procedures for customer complaints. c) A plan for ongoing as well as periodic customer service monitoring.
(21) 4.4.6	Innovative Ideas	Please submit any creative/innovative ideas specific to the College which are used in comparable non-commercial or retail situations to enhance food service participation not already presented in this proposal.

4.5 Financial Capacity

(22) 4.5.1	Financial Capacity	The College will use the D & B Supplier Qualifier Report submitted in response to Section 4.2.3 in order to assess financial capacity of proposer.
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20 SAMPLE Points Awarded:



4.6 Financial Proposal

(23) 4.7.1	Financial Proposal	The College is interested in providing a food service program for as broad a segment as possible for its clientele. College management acknowledges its responsibility to effect and sustain a partnership role in meeting that goal. Toward meeting that goal, the College is requesting the submission of a proposed plan to meet the College's objective of a profit and loss contract. The College is seeking responses to the following: <ul style="list-style-type: none"> A) Proposed percentage of gross revenue (less applicable sales tax) from various points-of-service (to include catering) commission payments to be paid to the College. A percentage charge for utilities (to be negotiated) is not to be included in this portion of the proposal response. The proposal must show those minimum dollar or percent of net revenues. B) If applicable, an investment in College's Food Service renovations (see below)
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All equipment and capital improvements funded by the Contractor will become the exclusive property of the College 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 unappreciated value for early termination. The College reserves the right to return the property to the contractor in the case of early termination without financial consideration.

Pro-forma Statements – Please also submit a one-year pro-forma financial statement of revenues and expenses in a format similar to that found in the Uniform System of Accounts for Restaurants.

5.0 -EVALUATION OF PROPOSALS

5.1 **Evaluation Criteria (Initial Screening):** The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all submittals received for ITN 12/13-04, which meet or exceed Section 4.2, Minimum Eligibility Requirements, according to the following initial screening criteria:

Criteria Section:		Maximum Points
4.3	Proposer's Experience Qualifications	30
4.4	Project Scope and Methodology	30
4.5	Financial Capacity	10
4.6	Financial Proposal	30
Total Maximum:		100

5.2 **Result of Evaluation of Proposals:** Based upon the results of Section 5.1, the College, at its sole discretion, may: 1) recommend award to the top ranked proposer; 2) may recommend award to more than one top ranked proposer; 3) may short-list the top ranked proposers (short-list number to be determined by the College) for further consideration and interviews; or, 4) may reject all proposals received.

5.2.1 **Proposal Clarification:** During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

5.3 **Interviews:** In the event that the College chooses to interview recommended short listed proposers in accordance with Section 5.1 and 5.2, the Committee shall interview the short-listed proposers, in order to make an award recommendation. Scores and rankings as a result of Section 5.1 will neither be considered, nor carried forth as part of the scores and rankings resulting from the interview phase. Short-listed proposers will be interviewed against a set of standard questions (same questions for all short listed proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

	Criteria Section:	Maximum Points
a)	Understanding of the College's Requirements	20
b)	Relevant Experience	20
c)	Unique Qualifications	20
d)	Overall Approach, Methodology, and Ability to Perform Contract	40
Total Maximum:		100

5.4 **Result of Interviews and Presentations:** Based upon the results of Section 5.3, the College, at its sole discretion, may recommend award to one or more top ranked proposers. The College will select for award of the contract, the responsive contractor or vendors as determined by the Evaluation Committee.

5.5 **Contract Negotiation.** The Negotiations Team will begin negotiations with the top-ranked proposer(s) as recommended by the Evaluation Committee in Section 5.4, Interviews. The enclosed "sample" contract (Attachment I) shall be the basis for any contract negotiation and resulting agreement. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this ITN, and to include proposer's offer, contract negotiations, and final acceptance. The College may add to or amend any term or condition of the sample contract prior to final acceptance by both parties. Negotiations will continue with one or more proposals until such time as a contract is agreed upon or until the College rejects any or all proposals.

5.5.1 The College reserves at any time during the negotiations process to:

- Schedule additional negotiation sessions with any or all responsive proposers;
- Require any or all responsive proposers to provide additional or revised detailed written proposals addressing specific topics;
- Require any or all responsive proposers to provide a best and final offer;
- Require any or all responsive proposers to address services, prices, or conditions offered by any other proposer;
- Pursue a contract with one or more responsive proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive proposers by type of service or geographical area, or both;
- Arrive at any agreement with a responsive proposer, finalize contract terms with such proposer and terminate negotiations with any or all other proposers, regardless of the status of or scheduled negotiations with such other proposers;
- Decline to conduct further negotiations with any proposer;
- Reopen negotiations with any proposer;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive proposer(s) affected and whether to provide concurrent public notice of such decision.

ATTACHMENT A

MINIMUM STANDARDS/OPERATIONS SPECIFICATIONS

MINIMUM STANDARDS/OPERATION SPECIFICATIONS

- A1 Special attention will be given to the regular inclusion of vegetarian entrees.
- A2 The following minimum food specifications are established and shall be maintained:

Compliance With U.S. Grades: all food and supplies purchased shall be in conformance with the specified minimum United States Standards for Grades. In the absence of grade labeling, the contractor shall provide the College with packer's labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. The College shall periodically, or as deemed necessary, inspect the contractor's inventory of food and supplies to determine that purchase standards are maintained.

Grade minimum for food items shall be:

Seafood - U.S. Grade A, certified

Poultry - U.S. Grade A

Eggs - U.S. Grade A medium size

Fresh fruits and vegetables - U.S.D.A. Grade A or B

Canned fruits, vegetables, juices - U.S.D.A. Grade A or Grade B

Frozen fruits, vegetables, juices - U.S.D.A. Grade A or Grade B

Dairy products and cheese - U.S.D.A. Grade A or Grade B. Butter must be available at all serving line locations. Margarine may be offered as an alternative selection to butter provided it is clearly marked. For all catering/conference service the College prohibits the use of non-dairy substitutes for dairy products, in whole or part, except as approved by the College on an event-by-event basis.

Tropical oils may not be used by the contractor for cooking purposes.

Meat - U.S.D.A. No.1 or U.S.D.A. choice, cut to I.M.P. specifications.

Meat Cuts - All meat cuts shall be in accordance with U.S.D.A. IMP specifications. These grades are intended as minimum standards only, and the contractor is encouraged to exceed these minimums whenever possible.

Pure ground beef - U.S.D.A. utility or better, not to exceed 15% to 22% fat. Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%. All menu items prefabricated, produced by others, or processed by the contractor containing soy protein derivatives or poultry analogues shall be approved by the College prior to service. All patties for cash a la carte areas shall be 100% beef.

All other foodstuffs not included in the above categories shall be of comparable quality.

- A3 Days/Hours for the Food Service operations during the academic year will be negotiated.
- A4 Additional hours as needed for special functions when the College deems it necessary.
- A5 The Vendor shall maintain hours of operation as mutually agreed. Food Service operations shall be open continuously while school is in session. The College reserves the right, during non-operating hours, to utilize food service areas for other purposes which do not include food service. The College will notify the Vendor in advance of such use. The Vendor will not be responsible for damage or theft to food service areas when used by the College in the Vendor's absence. The Vendor will notify the College representative immediately upon discovery of damage or theft.
- A6 Prices stated in the proposal shall be in effect for at least the first year of the contract. The Contractor will be expected to have allowed for the inflationary factor, etc., in presenting a foodservice proposal and should not expect College approval to increase prices during the first year of the contract. Under no circumstances shall there be price changes put into effect without having first obtained the written consent of the College. A price change in this context also includes a reduction in the size of any item/serving while charging the original price.
- A7 After the first year of the contract, requests for retail and catering price adjustments for the ensuing year will be considered by the College no later than July 15th for potential implementation on or about August 15th of each contract year. Denial by College of all or some price increase requests shall not be a breach of the contract.

- A8 Notwithstanding A6 and A7 above, the College may approve a temporary price increase due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize. For example, a freeze in South America results in destruction of a major portion of the coffee crop. With its temporary price increase request, Contractor shall submit documentation as to the impact on the wholesale price of the food item.
- A9 The Contractor shall exercise maximum security control over all cash, charge and sales transactions. The College shall not be responsible for theft or loss of the Contractor's cash or property.
- A10 The use of china, flatware, and glassware may be utilized in instances regarded as special occasions and will be requested by the College as needed, as well as table linen service for some evening functions and/or other appropriate events. The availability of Food Service management staff may be requested for specific catered events. The complete preparation of all foods, beverages, etc., on site will be the responsibility of the Food Service staff at the College. This may include the frequent use and temporary employment of specially trained consultants, chefs, and/or other fine dining service professionals, or staff agreed to prior to the event.
- A11 Appropriate training is required for all catering staff prior to being assigned to any catering service. Contractor is expected to provide said training.
- A12 It is understood and agreed to that this agreement is subject to the rights of the College to service selected student activities and subject to the right of the bookstore to sell candy, gum, snacks, and beverages.
- A13 It is understood and agreed Palm Beach State College has an exclusive beverage agreement with PepsiCo products until August 31, 2016. The contractor must purchase all beverage products directly from PepsiCo and will use only PepsiCo products pursuant to the College's Beverage and Sponsorship Agreement.
- A14 Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Any debris or other spillage shall be removed promptly from counters, steam tables pans, general serving and dining areas and floors.
- A15 All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of food selections as the first customer. Serving lines are to be well- staffed with personnel. Sufficient quantity of menu items shall be available throughout the entire serving period.
- A16 All food shall be garnished for attractive presentation whenever possible. Food items at the service stations and salad bars shall be readily identifiable with attractive and individual labels. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Vendor shall adhere to the general food service industry guide.
- A17 Food shall be prepared and cooked the day it is to be served and as close the meal period as times permits. Leftover foods will be kept to a minimum, properly stored (Dated, refrigerated and served within 24 hours, or frozen). Non-frozen leftover food shall only appear as an extra item and should be disposed of after the 24-hour period. Frozen leftovers such as beef, poultry, and pork items, should only appear on the menu as reworked items.
- A18 The Vendor shall immediately have in place, and maintain throughout the term of the contract, a marketing program that emphasizes an entrepreneurial attitude regarding food and catering services. The marketing program shall include, at a minimum, a web and social media presence. The success of this marketing program, as exemplified by growth in sales and positive survey results, will be a critical factor in the maintenance of a successful contract.
- A19 The College agrees to assist in the promotion of dining and catering services provided by Vendor, although, it is the primary responsibility of the Vendor to market and promote all products and services. The Vendor will have menu and catering guides available to the campus community both online and in printed forms.

- A20 The Vendor is encouraged to have regular specials and events to increase customer awareness and traffic to all food operations and services. All events, promotions and marketing materials are subject to prior approval of the College's representative.
- A21 The Vendor may supply information, including but not limited to, menus, catering brochures and special event notifications to the College's representative for dissemination to the campus community.
- A22 The Vendor shall have no handwritten signs except on whiteboards and all menus must be current and professionally formatted. Programmable electronic signage is preferred. The Vendor must receive the College representative's approval to display commercial advertisements and/or change wall décor.
- A23 Payment options. The contractor will utilize all major credit and debit cards as well as the PantherCard. There is no charge for the vendor to use the BlackBoard system and current equipment (AT 3000 readers at each location). Should the Contractor decide to purchase POS equipment or similar hardware compatible with the BlackBoard system, the contractor would be responsible for the maintenance and purchase of that equipment.

ATTACHMENT B

EQUIPMENT AND FACILITIES MAINTENANCE

EQUIPMENT AND FACILITIES MANAGEMENT

- B1 The College has provided adequate equipment for the food service line and kitchen preparation areas. Replacement of existing College owned equipment will be the responsibility of the College.
- B2 Specifically, the contractor will be required to adhere to the following stipulations:
- a. All equipment must be neat in appearance and in excellent operating condition. Furthermore, uniformity of height, width, exterior surfaces, etc., shall be required whenever practical.
 - b. The College will allow the contractor use, with no charge, of all College owned cafeteria equipment and supplies that are already in place. The Contractor agrees to maintain in good condition (satisfactory to the College) all of the College owned equipment and facilities.
 - c. By mutual agreement, the College will provide existing office space at no charge to the Contractor. The Contractor shall be responsible for maintenance of such space in good condition and repair. Any office furniture not included as part of the current capital inventory shall be furnished by the Contractor at its own expense.
 - d. The contractor will secure the approval of the local health department in addition to other governmental agencies having applicable jurisdiction. In addition, the contractor will possess all Federal, State, and local licenses required for said operation.
 - e. The Contractor will install, service, and maintain at the contractor's expense: cash registers, and condiment counters as negotiated with and agreed upon by the College.
- B3 If any items resulting from this award is classified as a hazardous chemical, as defined under OSHA CFR29 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item for College approval prior to use, including reformulated chemicals.
- B4 All material, equipment and supplies provided by the College and contractor must comply fully with all safety requirements promulgated by any federal, state, or local governmental agency.
- B5 The contractor must provide prominently displayed warning devices and/or signs that are in compliance with the aforesaid safety regulations.
- B6 All hazardous conditions, physical surroundings, and equipment on fire shall be recanted immediately to the College. The contractor will follow verbal reports with written reports within twenty-four (24) hours listing details of the posed hazard.
- B7 With the full cooperation of the College, the contractor shall institute an aggressive program of accident prevention and safety education. Proper instructions and training shall be provide on the use of equipment and techniques of handling food to aid in the goal of having an accident free and safe environment. The Contractor is responsible for stocking all First Aid supplies that are needed in the Food Service areas. The College will provide fire extinguishers for each of the locations, as required. Employees are to be trained by the contractor on where to find them and how to use them. All injuries and accidents are to be reported to the College on the day they occur.
- B8 Consultant inspectors of the College and agent of the State Department of Health and campus safety and sanitation personnel shall have complete cooperation and access to all food service, production and storage areas on inspections that they may conduct. These inspections may be at the request of the College or at said agency's own discretion. A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically.
- B9 Supplier representatives who normally provide equipment and product inspections and reports as part of their services shall be encouraged to perform frequent inspections and shall furnish a copy of each report to the College and contractor. The contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten (10) days of notification and by mutual agreement of the College.

- B10 Should the Contractor fail to meet the sanitation standards required by this Contract or of any agency having jurisdiction, or fail to comply with the College rules and regulations concerning protection from fire and panic or general safety, the College reserves the right to hire outside contractors to perform the necessary work, or have this work done by College staff personnel; and, in either case, charge back the contractor at actual labor and materials costs plus twenty-five percent (25%) of the labor and material total cost. The College reserves the right to withhold payment for services not rendered by the Contractor as set forth in this contract.
- B11 The Contractor shall be responsible for the costs of first aid equipment and supplies in all production and service areas.
- B12 The responsibility for the cleaning of floors, walls, and chairs in the dining areas shall be negotiated. The responsibility to furnish at its expense the necessary equipment and supplies to clean the dining areas shall be negotiated.
- B13 The maintenance (repair, etc.) of the tables and chairs in the dining areas will be the responsibility of the College.
- B14 Item Specific Cleaning:
- a. The College is responsible for cleaning ceilings, drapes, and light fixtures; including maintenance and replacements. The contractor shall be responsible for cleaning walls and windows in food service line, kitchen and production areas on a mutually agreed upon schedule. The College is responsible for regularly scheduled cleaning of the vent to meet inspection requirements.
 - b. At the start of the contract, the College and the Contractor shall conduct joint physical inventories of all supplies and capital equipment. At that time the College shall also determine the extent of repair and replacement. On completion and acceptance of these inventories by the Contractor, the Contractor shall assume the responsibility for this equipment under the terms of this contract.
- B15 The Contractor will daily clean the food prep/kitchen, grill, and food service areas (floors, walls, counters, equipment, etc.).
- B16 At the end of the academic year, the Contractor shall clean all walls, equipment, floors, and supplies within the food prep/kitchen, grill, and food service areas and will meet with the College's Auxiliary Service Manager to review the end result.
- B17 The Contractor is responsible for cleaning and clearing the kitchen and service areas when providing catering services and for special events.
- B18 The Contractor will be responsible for supplying, maintaining and daily cleaning of microwave heating units.
- B19 The College shall be responsible for the costs and maintenance of insect and pest control in all food service line and kitchen preparation, production and storage areas.
- B20 The Contractor shall provide adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, potholders, and other such related food service linens. The Contractor shall be responsible for the laundry service, dry cleaning, repairing and maintaining an adequate inventory of these items.
- B21 The Contractor will be responsible for collecting and properly disposing of refuse from the food preparation two times a day. The Contractor will move the refuse to the disposal area to areas specified by the College at each campus or site. The Contractor shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The Contractor shall provide trash bag liners as needed. Waste containers shall be kept in a clean and satisfactory condition at all times, and emptied by the Contractor.
- B22 The College has a commitment to encourage the purchase of recycled materials whenever required by law or technically or economically feasible or required by law. The Contractor is encouraged to use recycled materials.

- B23 The Contractor shall develop programs, approved by the College, to reduce the use of disposable items that are not recyclable. The Contractor shall separate for recycling the following materials that are generated as solid waste by the College and Contractor:
- a. Corrugated paper or other container board
 - b. Foam polystyrene
 - c. Glass containers
 - d. Magazine or other material printed on similar paper
 - e. Newspaper or other material printed on newspaper
 - f. Office paper
 - g. Plastic containers
 - h. Steel containers
 - i. Containers for carbonated or malt beverages that are primarily made of a combination of steel and aluminum.
- B24 The Contractor is expressly forbidden to use any products that are not environmentally safe as defined by the College.
- B25 The Contractor should try to source at the greatest extent possible the food they procure originate within a 250 mile radius of the College to restrict the amount of carbon being produced by the food service activity.
- B26 All College owned non-expendable supplies and capital equipment shall not be loaned or removed from the College without prior written approval. The Contractor shall take such measures as may be reasonably required by the College for the protection against loss by pilferage or destruction.
- B27 The Contractor shall make contracts for and payments on all leased rental food service related equipment.
- B28 Purchase of products (food or supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the cost of their product, shall not be purchased for use at the College without prior approval of the College.
- B29 The College permits the contractor to use such spaces as necessary to carry out the terms of this contract; such spaces, as defined by the College, as areas for food service and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement of the College and Contractor. The College shall provide heat, air conditioning, sewer, electricity, cold and hot water. The Contractor agrees to exercise care to keep these energy services to a minimum, and comply with established energy conservation practices, regulations and policies and mutual endeavor to conserve the use of energies.
- B30 The Contractor shall supply vehicles to transport food service items throughout campus. The Contractor shall provide qualified staff to operate the vehicles. The Contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicles by the employees or agents of the Contractor.
- B31 The Contractor has the responsibility to consult with the College on the disposition or use of excess capital, nonexpendable or expendable food service supplies and equipment. The disposition or declaration as surplus shall be the responsibility of the College and in accordance with state inventory control procedures.
- B32 The Contractor is responsible for control of keys obtained from the College and the security of those areas, which are used by its representatives. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans are turned off and doors locked. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas of the College. The College shall designate the authority that shall receive these reports and be responsible for key control. The College and Contractor shall mutually determine the additional security measures required to control unauthorized access to all food service areas included in this contract. The College and Contractor shall mutually determine their responsibility for the cost to provide initial and future additional security.

- B33 The Contractor shall be responsible for the cost for replacement of lost keys and the cost of rekeying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.
- B34 The Contractor is responsible for the purchase of padlocks and other security devices not currently provided by the College, which may be required by the contractor to further ensure revenue, product or property security within the appropriate food service areas. Prior approval and written authorization from the College, or equivalent District Administrator must be obtained before padlocks or other security devices are installed. For emergency access purposes, Palm Beach State College should have access at all times to any space on its premises.
- B35 The College shall provide the Contractor with campus public safety services currently available to employees and students. This service shall not include armored car service.
- B36 The Contractor may employ no other security staff. The Contractor shall follow the College's policies in dealing with improper conduct, and shall report all incidents to the respective Security Department. Emergency calls shall be reported promptly to the Campus's Security Department.
- B37 Campus Security Policies and Procedures shall be followed.
- B38 The College shall not guarantee an uninterrupted supply of water, electricity, gas, telephone, internet, heat and high or low temperature refrigeration. However, it shall use its best efforts in restoring services following an interruption. The College shall not be liable for any product loss, which may result from the interruption or failure of any such utility services or equipment. Scheduled outages by the College will be coordinated through the Contract Administrator.
- B39 The College may, without interfering with normal food service, use the dining and service areas from time to time for student testing, dances, etc. The College's personnel at no cost to the contractor shall undertake appropriate setup and clean up. Facilities shall be restored to conditions mutually satisfactory to the Contractor and the College before the next regularly scheduled meal service. Restoration shall involve maintenance and sanitation to the areas, dining and service equipment, and trash removal.
- B40 When the Contractor uses areas which are not primarily intended for food service (such as meeting rooms and lounges) for such purposes as may be required (catered meals, beverage service, receptions, etc.), appropriate setup and teardown shall be undertaken by the College. The Contractor shall be responsible for cleanup. This shall involve maintenance and sanitation of the areas, furniture rearrangement, and equipment and trash removal. The Contractor is responsible for prompt removal of food equipment and food residue from the area following the completion of the meeting. When the Contractor uses regular food service dining areas (cafeterias, snack bars, café's, etc.) and arrangements for setup are required, appropriate setup and break down shall be undertaken by the Contractor. The Contractor shall be responsible for cleanup and floor maintenance. Upon request, the College shall provide for special furnishing and support of audiovisual equipment.
- B41 The College shall provide the contractor with telephone equipment, installation and campus service. The College shall determine the style, number and locations of equipment to be provided. The Contractor, at its option, may install additional equipment at its expense with prior approval from the College.
- B42 The Contractor shall have access to local and long distance service using equipment provide by the College. The College shall pay for College owned equipment repair, replacement and line maintenance.

ATTACHMENT C

PERSONNEL

PERSONNEL

- C1 The Contractor shall be an Equal Opportunity Employer and maintain on duty a site manager, plus an adequate staff to meet the needs of food services operations.
- C2 The successful Contractor will have an adequate staff of employees daily that shall be on duty for the efficient, prompt and sanitary service of food, and will be in place to guarantee the efficient and accurate handling of financial records.
- C3 The Contractor will assign for duty at the College only employees acceptable to the College. The College must approve assignments of management personnel and no changes in management personnel will be made without the prior consultation and consent of the College. Management personnel are defined as the manager of the Food Service or chef/production manager. The College will also be consulted and advised prior to changing personnel at lower levels.
- C4 The College reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of onsite management.
- C5 It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Therefore, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, gender or national origin; and will make a diligent and continuing effort to ensure that they are afforded equal employment without discrimination. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any Contractor found in violation of this policy will be removed from the College's contractor list and prohibited from bidding on College goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.
- C6 Contractor's employees will strictly adhere to College requirements regarding personal behavior. Specifically, the use of tobacco products, alcohol, illegal substance, foul language, lewd or suggestive language is strictly prohibited when on campus or in the company of students whether on campus or off.
- C7 Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.
- C8 Personnel of the Contractor shall observe and be subject to all regulations of the College.
- C9 Students hired for employment in Dining Service shall be considered employees of the Contractor and treated as such.
- C10 The Contractor's staff shall open, close, and check College's food service facilities as negotiated with and agreed upon by the College. The College shall furnish instructions and initially train the Contractor's full-time manager in approved procedures.
- C11 All persons provided under this agreement by the contractor shall be employees of the Contractor and not of the College, and the Contractor agrees to pay all taxes and contributions required by law for Social Security, Workers' Compensation, Unemployment, or any other act relating to its employees. Personnel relations of employees are the Contractor's responsibility. The Contractor shall comply with all applicable local, state, governmental regulations related to the employment, compensation, and payment of personnel. All employees shall have appropriate background screenings and shall be bonded and shall be uniformed in a manner mutually agreed upon.

ATTACHMENT D

GENERAL CATERING

GENERAL CATERING

D1 The Contractor shall provide a catering program for College approved functions including, but not limited to: banquets, private parties, refreshment service, carryout services and other special events. The catering program should reflect the diverse needs of students, faculty, administrators, staff and visitors in its services menu. It is important that catered functions for these groups be of the highest professional standards featuring quality services and appropriate ambiance.

Catered services procedures, operational and menus shall be comparable to, or at least as good as, those currently in effect. The Contractor shall provide three of services for catering:

- Table linens & china
- Disposable service ware, and
- Pick-up/carry out.

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

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

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

D2 A complete catering guide to menus, price, portions services, catering policies, minimums, additional charges, etc. shall be submitted to the College for approval prior to the start of the Agreement.

D3 The Contractor shall honor the specific commitments of menus, prices, and other arrangements made by College management for catering service prior to beginning this Agreement.

D4 The Contractor shall meet at least quarterly with the College to evaluate the catering program and, as necessary, make revisions to improve overall services.

D5 Catering provided to non-College groups which come to the campus for meeting, conference and events, will be billed by the Contractor and collection for such events is the sole responsibility of the Contractor unless some other campus entity is acting as the organizing/sponsoring representative for that group.

D6 Catering brochures/guides and prices are to reviewed and updated at least annually. Copies of the catering guide shall be printed in sufficient number and distributed by a mutually agreed upon time of each year. The guide shall be available online at all times. The Contractor shall be responsible for cost, production, and distribution.

D7 The College shall control the space commitment and scheduling of authorized catered events. The Contractor shall consult on and coordinate the menu, details of services required, and advise on effective program arrangements with the individual of department requesting catering services.

D8 The Contractor shall provide a sufficient number of qualified and trained staff to service the catering event, take and process catering, respond to inquiries, and handle all aspects of a quality catering program.

- D9 The Contractor shall identify a minimum of one member of its management team, who has training for this type of services, to act as a catering coordinator who will be responsible for all aspects of catered events. This person's other duties should not conflict with these responsibilities.
- D10 The Contractor is strictly prohibited from soliciting non-related catering off-campus. However, the Contractor is encouraged to accept all such non- College related business which is requested by outside groups and held within the College's cafeterias or elsewhere on one or more the campus. The College reserves the right to approve all such business.
- D11 The Contractor shall be responsible for receiving and accurately accounting for admission charges or collection of tickets for catered events where specified by the event sponsor or host.
- D12 The College, in coordination with the Contractor, will assume operational and financial responsibility for setting up and tearing down each scheduled event. The Contractor will, however, be responsible for spot cleaning prior to and between events.
- D13 All catering equipment and supplies must be removed from the catered services site and all clean-up activities completed immediately following the event.
- D14 Palm Beach State College expects the Vendor to provide the very finest catering program to the College community. The catering rights will be granted on a non-exclusive basis.

ATTACHMENT E

FINANCIAL

FINANCIAL

- E1 The academic year will include Fall, Spring, and Summer semesters, excluding holidays and duty days.
- E2 The term "fiscal year" will mean the twelve (12) calendar months beginning July 1 of each year and ending with June 30 of the succeeding year. The Contractor's year-to-date reports will coincide with the fiscal year. A month shall be a calendar month. A week shall run from Sunday through Saturday.
- E3 Not later than the 15th day following the last day of each accounting period (calendar month), the Contractor shall provide the Auxiliary Service Manager with a complete set of financial statements as defined by the College. The annual financial statements shall be submitted by no later than one (1) calendar month following the end of the fiscal year.
- E4 Respective payments and invoices shall accompany all operating statements to the College. The Contractor shall explain abnormal revenue and expense deviations as part of these statements. The College shall be prompt in processing the Contractor's invoices in an effort to ensure payments are made in a timely manner within thirty (30) days of receipt (provided the invoices are submitted in accordance with instructions provided by the College and that required services have been provided to the College).
- E7 At the request of the College, the Contractor shall meet with the College and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.
- E8 The Contractor's revenue and expense statements and their contents shall be retained, used, and treated in strict confidence by the College. The Contractor's revenue and expense statements, in total, shall not be provided to third parties without the express prior written approval of the contractor in accordance with public records laws.
- E9 The Contractor shall retain all financial records and statements pertaining to this Contract for a period of three (3) years from the close of each year's operation. All records pertaining to the operations of food service shall be open for inspection and/or audit by the State and/or College.
- E10 The College's representative or selected auditors may annually, or more often if deemed necessary, examine all financial and operational phases of the contractor's services. Periodic reviews, conducted jointly by representatives of the College and the Contractor shall be made to ensure that the staffing pattern, menu pricing structure and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that the College is provided with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.
- E11 The College shall be informed by the Contractor of the schedule of the Contractor's audit of the records and operations at the College. The College shall have the option to participate in the Contractor's audits and shall receive full report of these audits.
- E12 At the end of each year of the contract, or on expiration or termination of the contract, any unpaid accounts that are uncollectible shall remain the responsibility of the Contractor.
- E13 All prices shall include applicable sales tax. Contractor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations. Contractor shall hold harmless and indemnify the College from and against all claims or demands arising out of Contractor's failure to collect and remit taxes applicable to its activities hereunder.
- E14 Any restrictions on the use of data, such as information that the contractor considers confidential and proprietary information and which qualifies as a trade secret, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Florida procurement regulations and the Florida

Sunshine laws. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.

- E15 Proposal prices cannot be held confidential.
- E16 The Contractor agrees to collect the proceeds of all sales and services, provide monthly sales and cash count reports, and render, when requested, daily sales register tapes and a daily cash count report to the College. The monthly report should include a daily summary including sales and customer count.
- E17 Monthly financial statements shall be presented by point-of-sale/revenue source in the format provided in the same or similar to those found in the Uniform System of Accounts for Restaurants. The statements shall show budgeted and actual sales and/or operating results for the current period, previous period and year-to-date with percentages for each retail outlet.
- E18 The Contractor shall provide such special reports and analysis covering its operations under the contract as may be requested by the College.

ATTACHMENT F

GENERAL CONDITIONS

GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS:** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information in herein or by Addenda shall not be binding on the College. The proposer may examine this ITN to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this ITN shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this ITN, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications.
2. **AWARD:** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for two (2) additional one year periods and/or 90 days beyond the expiration date of the final expiration date.
4. **SEALED PROPOSALS:** All proposals must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery or the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.
5. **SEALED EXECUTION OF PROPOSAL:** Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.
6. **COSTS:** The College is not liable for any costs incurred by a proposer in responding to this ITN, including those for presentations, when applicable.
7. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.
8. **PROPOSAL OPENING:** Shall be public, at the address indicated on the ITN document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded at the time of opening. The proposal opening is to determine the contractor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax, email or telephone will not be accepted.
9. **PURCHASES BY OTHER ENTITIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2) (d).
10. **EMPLOYMENT OF ALIEN WORKERS:** The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.
11. **PUBLIC RECORD LAW:** Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this ITN.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a ITN response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all MSDS **WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be **current** and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the Bid Number and Bid Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer hours, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with contractor.
29. **GOVERNING LAW:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in Palm Beach County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting an solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this solicitation; then
 - Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - this solicitation ; then
 - respondent's proposal.
 - In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$50,000] for a period of 36 months from the date of being placed on the convicted contractor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes, prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community College/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
- By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
 - By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.
44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addendum. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **CONTACT AFTER PROPOSER 'S SUBMITTAL (CONE OF SILENCE):** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Purchasing, unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
46. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.
47. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
48. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default as allowable by law.
49. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - Federal tax on transportation of property.
 - Cost of Municipal Building Permits.
 - Sales and rental tax payments to the State of Florida are the responsibility of the contractor. The contractor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.

50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by his employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the College determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this ITN, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **CONTRACT:** The College will provide a contract subject to the terms and conditions of this ITN. By bidding, the proposer agrees to these terms unless otherwise stipulated in writing and agreed upon by both parties. A contract will be executed within 30 calendar days of notification of intended award or the College reserves the right to terminate intent to award and contract with the next most beneficial contractor as determined by the College.
60. **DISPUTE RESOLUTION.** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
61. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the College the Contractor, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

62. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the College administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the College administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".
- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.
63. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Purchasing Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Purchasing Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the College administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the contractor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.
- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, at Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.
64. **CONE OF SILENCE** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
65. **STATE LICENSING REQUIREMENT:** All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.
66. **DISCRIMINATORY VENDOR'S LIST:** Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.
67. **PUBLIC MEETING NOTIFICATION:** All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.
68. **DISPUTES:** In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.
69. **PROTEST:** "Failure to file a protest within the time prescribed in S.120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." All protests must be delivered to the Purchasing Manager within the time prescribed in Chapter 120, Florida Statutes to be considered valid.
70. **AMERICANS WITH DISABILITIES ACT:** The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this ITN may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.
71. **REJECTION OF PROPOSALS:** The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this ITN. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed.

ATTACHMENT G

SAMPLE CONTRACT

Parties	
Palm Beach State College	
(hereinafter referred to as the "COLLEGE")	(hereinafter referred to as the "CONTRACTOR")
4200 Congress Avenue MS 27	
Lake Worth, FL 33461	

**ARTICLE 2 – SPECIAL
CONDITIONS**

2.01 Order of Precedence. Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order:

First	This Agreement
Second	ITN 12/13-04 Food Service Program

2.02 Scope of Agreement. CONTRACTOR will provide COLLEGE services within the Statement of Work, also known as SOW, (Attachment 1). All staff provided by CONTRACTOR shall be employee or agents of CONTRACTOR, including sub-contractors, and not of COLLEGE. CONTRACTOR shall be responsible for all matters relative to its employees/agents including, but not limited to wages, payment of all applicable taxes, workers compensation coverage, adhering to all applicable statutes, regulations, and requirements, all applicable licenses, insurances and coverages, all employee-related responsibilities and liabilities, as well as non-obligatory employee fringe benefit programs. CONTRACTOR agrees to hold COLLEGE harmless from any expense or liability which may result from CONTRACTOR’s failure to withhold these taxes, failure to provide benefits for their employees, or failure to conduct itself in accordance with all applicable statutes, regulations and requirements. COLLEGE’s responsibility shall be limited to providing payment to CONTRACTOR for services rendered in accordance with this Agreement.

2.03 Indemnification.

A. By COLLEGE: COLLEGE agrees to be fully responsible for its acts of negligence or its agent’s acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By CONTRACTOR: CONTRACTOR agrees to indemnify, hold harmless and defend COLLEGE, its agents, servants and employees from any and all claims, judgments costs and expenses including, but not limited to, reasonable attorney’s fees, reasonable investigative and discovery cost, court costs and all other sums which COLLEGE, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon (collectively referred to as “Claim”), arising or alleged to have arisen solely out of the gross negligence or willful misconduct of CONTRACTOR and/or its agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including COLLEGE’s property, and injury or death of any person whether employed by CONTRACTOR, COLLEGE or otherwise, provided that: i) COLLEGE promptly notifies CONTRACTOR upon the COLLEGE’s first knowledge of such Claim, (ii) COLLEGE agrees to allow CONTRACTOR to fully control any litigation and settlement of such Claim, (iii) COLLEGE shall not knowingly or negligently do or omit to do anything in relation to such Claim which could increase such Claim; (iv) COLLEGE shall at the request of CONTRACTOR afford to CONTRACTOR all reasonable assistance for the purpose of investigating and/or contesting such Claim.

- 2.04 Patent or Copyright Infringement – Indemnity.** CONTRACTOR shall hold harmless and defend COLLEGE against any and all suits based on any claim that the use by COLLEGE of the deliverables provided under this Agreement by CONTRACTOR infringes on any United States patent right or copyright, provided CONTRACTOR is promptly notified in writing of any such suit or claim against COLLEGE, and further provided that COLLEGE permits CONTRACTOR to defend, compromise or settle the same, and gives CONTRACTOR all available information, reasonable assistance, and authority to enable CONTRACTOR to do so. This indemnity shall not apply to any infringement arising out of: (i) the unauthorized alteration or modification of the deliverables by COLLEGE; (ii) any use of the deliverables which is not authorized or contemplated herein; or (iii) use of the deliverables with any computer hardware or software not disclosed to CONTRACTOR. This provision sets forth CONTRACTOR's sole obligation and liability and COLLEGE's exclusive remedy for any proprietary rights infringement by the deliverables.
- 2.05 Payments.** COLLEGE shall make all payments as set forth in Statement of Work with thirty (30) days of invoice. Any reimbursement for travel or related expenses shall be in accordance with the limits established in Florida law, and agreed upon in advance, in writing.
- 2.06 No Waiver of Sovereign Immunity.** Palm Beach State College is a political subdivision of the State of Florida and is protected by Sovereign Immunity. Nothing contained herein expressly nor impliedly waives Palm Beach State College's Sovereign immunity protection, except as may be otherwise stated in Florida Statutes 768.28, which may change from time to time.
- 2.07 No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- 2.08 Termination.** This Agreement may be canceled by COLLEGE during the term thereof upon thirty (30) days written notice to the Vendor of COLLEGE'S desire to terminate this Agreement. Only those portions of the scope of work that have been completed and accepted will be eligible for payment.
- 2.09 Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and award of attorney's fees for non-compliance with that law.
- 2.10 Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 2.11 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 2.12 Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

- 2.13 Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of a subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 2.14 Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 2.15 Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Seventeenth Judicial Circuit Court of Palm Beach County, Florida.
- 2.16 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of both Parties hereto and their respective successors and assigns.
- 2.17 Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from COLLEGE.
- 2.18 Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 2.19 Place of Performance.** All obligation of COLLEGE under terms of this Agreement are reasonably susceptible of being performed in Palm Beach County, Florida and shall be payable and performable in Palm Beach County, Florida.
- 2.20 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 2.21 Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
- 2.22 Excess Funds.** Any party receiving funds paid by COLLEGE under this Agreement agrees to promptly notify COLLEGE of any funds erroneously received from COLLEGE upon discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to COLLEGE with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by COLLEGE.
- 2.23 Insurance.** The contractor shall, for a period not less than the date of contract award to six months after contract completion, comply with the insurance requirements stipulated in Attachment 2.

2.24 Availability of Funds. Notwithstanding any contrary provision of this agreement, each payment obligation of the COLLEGE resulting from this agreement is contingent upon the availability of funds appropriated by the Florida legislature. If such funds are not, this agreement may be terminated by the COLLEGE. No penalty shall accrue to the COLLEGE in the event this provision is exercised, and the COLLEGE shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the COLLEGE to terminate this agreement in order to purchase, lease, or rent similar equipment or services from another party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

For CONTRACTOR		For COLLEGE	
_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
_____ PRINT NAME/TITLE		Jodi Hart, Purchasing Director _____ PRINT NAME/TITLE	
ATTEST:			
_____ SIGNATURE	_____ DATE		
_____ PRINT NAME/TITLE			

ATTACHMENT H

CURRENT COLLEGE WIDE FOOD SERVICE EQUIPMENT INVENTORY

CURRENT COLLEGEWIDE FOODSERVICE EQUIPMENT INVENTORY

1. **Equipment List.** The following listing is a listing of the capital equipment present at each campus location. Each Proposer will have the opportunity to tour each site and a detailed inventory will be completed at the time of transition.

Site	Description	Manuf.
Lake Worth - Cafeteria	COUNTER, REFRIGERATED	TRUE MFG
Lake Worth - Cafeteria	REGISTER, CASH	SHARP
Lake Worth - Cafeteria	REGISTER, CASH	SHARP
Lake Worth - Cafeteria	BLADE AND SHARPENER ASSEMBLY	N/A
Lake Worth - Cafeteria	CABINET, HOT CAFETERIA	CRESCOR
Lake Worth - Cafeteria	CHAFER, S/STEEL OBLONG	
Lake Worth - Cafeteria	CHAFER, S/STEEL ROUND	
Lake Worth - Cafeteria	CHARBROILER, COUNTER TOP GAS	IMPERIAL
Lake Worth - Cafeteria	DISHWASHER	VANGUARD
Lake Worth - Cafeteria	GRILL, GAS GRIDDLE	APW/WYOTT
Lake Worth - Cafeteria	MACHINE, ICE	ICE-O-MATIC
Lake Worth - Cafeteria	MACHINE, ICE	ICE-O-MATIC
Lake Worth - Cafeteria	MIXER, 20 QT.	HOBART
Lake Worth - Cafeteria	OVEN, CONVECTION	VULCAN
Lake Worth - Cafeteria	RANGE, 36" GAS	IMPERIAL
Lake Worth - Cafeteria	REFRIGERATOR	TRUE
Lake Worth - Cafeteria	REFRIGERATOR, REACH IN	TRUE REFRIGERATOR
Lake Worth - Cafeteria	REFRIGERATOR, REACH-IN	TRUE REFRIGERATOR
Lake Worth - Cafeteria	SLICER	BERKEL
Lake Worth - Cafeteria	STEAMER, CONVECTION	VULCAN
Lake Worth - Cafeteria	WORKTABLE W/SINK S/STEEL	N/A
Lake Worth - Cafeteria	CABINET, BANQUET	FOOD WARMING EQUIPMENT
Lake Worth - Cafeteria	CABINET, FOOD 2 DR BLUE	CAMBRO
Lake Worth - Cafeteria	CABINET, FORMICA/OAK	JC WHITE
Lake Worth - ETA Kiosk	CART, 6' COFFEE	CORSAIR DISPLAY SYSTEMS
Lake Worth - ETA Kiosk	CART, 8' COFFEE	CORSAIR DISPLAY SYSTEMS
Palm Beach Gardens	DISPLAY, HOT FOOD	HATCO
Palm Beach Gardens	STEAMER	ATLAS
Palm Beach Gardens	BROILER, STAINLESS STEEL	VULCAN
Palm Beach Gardens	COUNTER TOP, SANDWICH	HOTEL SUPPLY WAREHOUSE
Palm Beach Gardens	FREEZER, REACH IN	JIMEX CORP
Palm Beach Gardens	GRIDDLE W/STAND	VULCAN
Palm Beach Gardens	MACHINE, ICE	ICE O MATIC
Palm Beach Gardens	OVEN, CONVECTION	VULCAN
Palm Beach Gardens	RANGE, STAINLESS STEEL	VULCAN
Palm Beach Gardens	RANGE, STAINLESS STEEL	VULCAN
Palm Beach Gardens	REFRIGERATOR, REACH-IN	TRAULSEN
Palm Beach Gardens	TABLE W/OVERSHelf	N/A
Palm Beach Gardens	CUTTER, BOWL	UNIVEX
Palm Beach Gardens	MACHINE, ICE W/BIN	ICE-O-MATIC
Boca Raton	DISPLAY, HOT FOOD	HATCO
Boca Raton	PAN, HOT-COLD (DROP IN SERVING UNIT)	ATLAS
Boca Raton	CABINET, HEATED/HOT FOOD	TRAULSEN
Boca Raton	GAS OVEN, CONVECTION	VULCAN
Boca Raton	GAS RANGE, STANDARD OVEN	VULCAN
Boca Raton	GRIDDLE, GAS W/STAND	VULCAN
Boca Raton	MACHINE, ICE	ICO-O-MATIC
Boca Raton	MIXER, HOBART	HOBART
Boca Raton	OVEN, MICROWAVE	MENUMASTER
Boca Raton	SLICER, FOOD	HOBART
Boca Raton	OVEN, PIZZA	GARLAND

ATTACHMENT I

INFORMATION OF IMPORTANCE

1. Current headcount enrollment at each campus:
 - a. <http://www.palmbeachstate.edu/panorama/>
2. Square footage of cafeteria space (includes ALL related spaces, i.e. offices, storage, receiving, student and faculty dining areas, freezer/cooler, etc):
 - a. Boca Raton: 6,635 sq. ft.
 - b. Lake Worth: 8,016 sq. ft.
 - c. Palm Beach Gardens: 4771 sq. ft.
3. Estimation of historical sales figures
 - a. College Café:
 - i. Cafeteria operations: approx. \$585,000 (based on 2009-2010)
 - ii. Catering: approx. \$217,000 (based on 2009-2010)
 - b. Dunkin' Donuts
 - i. Lake Worth: approx. \$302,000/year (based on 2010)
 - ii. Palm Beach Gardens: approx \$235,000/year (based on 2010)
4. Current Operating Hours
 - a. College Café:
 - i. Cafeteria – Lake Worth
 - Monday-Thursday: 7:30 am – 6:30 pm
 - Friday: 7:30 am – 2:00 pm
 - Saturday: 7:30 am – 2:00 pm
 - ii. TC Building Café – Lake Worth
 - Monday-Thursday: 7:00 am – 3:00 pm
 - Friday: Closed
 - iii. ETA Building Café – Lake Worth
 - Monday – Thursday: 7:30 am – 2:00 pm
 - Friday: Closed
 - iv. Cafeteria – Boca Raton
 - Monday – Thursday: 7:30 am – 6:30 pm
 - Friday: 7:30 am – 12:30 pm
 - v. Cafeteria – Palm Beach Gardens
 - Monday – Thursday: 7:30 am – 6:30 pm
 - Friday: Closed
 - b. Dunkin' Donuts:
 - i. Lake Worth
 - Monday-Thursday: 7:30 am – 8:00 pm
 - Friday: 7:30 am – 2:00 pm
 - Saturday: 7:30 am – 2:00 pm
 - ii. Palm Beach Gardens
 - Monday-Thursday: 7:30 am – 8:00 pm
 - Friday: 7:30 am – 2:00 pm
5. Current provider's catering menu: <http://www.gourmetwpbcc.com/>
6. Pepsi Beverage and Sponsorship Agreement:
<http://www.palmbeachstate.edu/purchasing/documents/PepsiPouringRights2006.pdf>
7. College Calendar: <http://www.palmbeachstate.edu/academiccalendar/>

ATTACHMENT J

LIST OF COLLEGE SITES

1. Coastal Campus Locations/Information:

- a. Boca Raton
 - i. Address: 3000 Saint Lucie Avenue, Boca Raton, FL 33431
 - ii. Campus Web Site: <http://www.palmbeachstate.edu/locations/boca-raton/default.aspx>
 - iii. Cafeteria space located in the Administration building.
 - iv. Located on the FAU campus
- b. Lake Worth
 - i. Address: 4200 South Congress Avenue, Lake Worth, FL 33461
 - ii. Campus Web Site: <http://www.palmbeachstate.edu/locations/lake-worth/default.aspx>
 - iii. Cafeteria space located in the CF building (shared with Dunkin' Donuts)
 - iv. Current kiosk locations in TC and ETA building.
- c. Palm Beach Gardens
 - i. Address: 3160 PGA Boulevard, Palm Beach Gardens, FL 33410
 - ii. Campus Web Site: <http://www.palmbeachstate.edu/locations/palm-beach-gardens/default.aspx>
 - iii. Cafeteria space located in BR building (shared with Dunkin' Donuts)