PURCHASING DEPARTMENT

RFP # 14-02

Request for Proposals

For

Professional Food Services
For the
Leesburg Campus
Dining and Catering Services
REQUEST FOR PROPOSALS 14-02
PROFESSIONAL FOOD SERVICES
FOR LEESBURG CAMPUS DINING AND CATERING SERVICES

Lake-Sumter State College is requesting competitive proposals from licensed and qualified food service contractors interested in entering into an agreement to provide food services for its Main Campus, located in Leesburg, Florida, to include dining and catering services.

Interested respondents must be licensed in the State of Florida and meet all other requirements as may be required by law. The District Board of Trustees of Lake-Sumter State College will consider contracting with a food service provider for the Leesburg Campus dining and catering services pursuant to this RFP.

Interested respondents are advised to thoroughly familiarize themselves with all details contained herein. Lake-Sumter State College reserves the right, at its’ discretion, to waive any informality in the selection process and to reject any or all Statements of Proposal. Lake-Sumter State College reserves the right to award a contract to the next most qualified firm if an acceptable contract cannot be negotiated.

The intent of this Request for Proposal is to select one contractor to provide dining and catering services for Lake-Sumter State College at the Leesburg Campus. 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
- Catering services (non-exclusive)
- Additional Alternative: Feasibility of the possible operation of coffee/espresso, smoothies/ice cream carts or kiosks

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

Lake-Sumter 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. Lake-Sumter State College intends to use this process to initiate a “fresh perspective” of the foodservice program. Lake-Sumter 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.
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I. Project Description

Project: Dining and Catering Services
Leesburg Campus

Location: Lake-Sumter State College
9501 US Highway 441
Leesburg, Florida 34788

Lake-Sumter State College intends to establish a contract for the purpose of providing food services at the Lake-Sumter State College Leesburg Campus to include dining and catering services as requested by the College at the Leesburg Campus and other locations as needed. The College’s objective is to provide quality products at a fair price with good customer service in a clean environment that meets the demands of today’s general health concerns. The site of the dining services is at the Leesburg Campus, Student Center Building. Other college sites, locations and opportunities may be negotiated at a future date.

II. College Informational Facts

Lake-Sumter State College is a multi-campus fully accredited, baccalaureate-degree granting public institution dedicated to educational excellence. Lake-Sumter State College serves Lake and Sumter counties, Florida in three locations: Leesburg, Clermont and Sumterville. Food services for a location other than Leesburg are NOT part of this Request for Proposal.

- Lake-Sumter State College was established in 1962. Lake-Sumter State College has had a campus presence in Leesburg for over fifty years
- Lake-Sumter State College has approximately 2,300 students on the Leesburg Campus
- Lake-Sumter State College employs approximately 210 full-time and part-time faculty and staff on the Leesburg Campus
- Lake-Sumter State College is currently non-residential

The College operates on the semester system. A typical schedule for the College has the campus open for classes from 7:00 AM EST to 10:30 PM EST, Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring months and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. The College will supply an annual College calendar to the vendor which provides information on term dates, closed dates, graduation dates, etc. upon request.
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SECTION A

GENERAL CONDITIONS

1.0 Definitions - For purposes of this section:

(a) Lake-Sumter State College (LSSC): Refers to the District Board of Trustees. The College is a political subdivision of the State of Florida. Agency for the purpose of this RFP refers to Lake-Sumter State College.

(b) Contractor/Vendor: Refers to an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(c) DBoT: The District Board of Trustees of Lake-Sumter State College, Florida

(d) RFP: Request for Proposals; a formal request soliciting proposals; includes specifications or scope of work and all contractual terms and conditions

(e) Professional services: Refers to those services within the scope of the practice of food preparation, handling, storage and catering, as defined by the laws of the state, or those performed by any food vendor and food supplies in connection with his or her professional employment or practice.

(f) Evaluation Team: Comprised of LSSC staff and faculty. Established to review and score the submittals in accordance with the criteria, and make recommendation for award. The Director of the LSSC Purchasing Department, or a designee, serves as the nonvoting chairperson.

(g) Proposal: An offer in response to an RFP.

(h) Proposer: A company or person which submits a proposal.
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2.0 Point of Contact

(a) The College’s point of contact for all matters relating to this RFP is William Ponko, Director of Purchasing. If there are any questions concerning the RFP, direct in writing, to Mr. William Ponko VIA email ponkow@lssc.edu. Neither questions nor answers will be provided via phone or in person. The College will not accept questions from subcontractors.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation, except in writing to the Director of Purchasing or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

3.0 Delays

(a) LSSC, at its sole discretion, may delay the scheduled due dates if it is to the advantage of LSSC to do so. LSSC will notify proposers of all changes in scheduled due dates by written addendum.

4.0 Proposal Withdrawn

(a) Proposers may withdraw their proposals by notifying LSSC in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of LSSC and will not be returned to the proposers.

5.0 Additional Information

(a) No additional information may be submitted, or follow-up performed by any proposer after the stated due date outside of a formal presentation to the evaluation team, unless specifically requested by LSSC.

6.0 Interpretation of Documents/Written Addenda

(a) No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College’s
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point of contact (Section A, Part 2).

A written addendum may be issued by the Purchasing Office prior to the RFP submittal date, supplementing, modifying or interpreting any portion of this RFP. No verbal or written information from other sources are authorized as representing the College.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFP document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFP and posted at the following website: http://www.lssc.edu/staff/Pages/Departments/Purchasing/default.aspx.

It is the sole responsibility of all prospective proposers to visit the website, prior to submitting their proposal, to view the solicitation and download any or all issued addenda.

7.0 Award/Contract

(a) The College intends to select the most responsible and responsive Proposer that can demonstrate in their written response and in their oral presentation quantitative and qualitative information based on the criteria contained herein. The proposer understands that this RFP does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within LSSC and executed by the parties.

(b) The written responses are considered Phase I of the screening selection process, with oral presentations considered Phase II of the screening selection process. Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team’s work, reference checks and possible follow-up interviews. Administration reserves the right to ensure reference checks conducted internally and externally confirm qualitative exceptional customer service and contracts are awarded equitably and economically. The College reserves the right to select proposals which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the District Board of Trustees, if applicable, negotiations will commence with the most responsible and responsive Proposer for professional services at compensation which the College determines is fair, competitive and reasonable. Should the College be unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations must be formally terminated and the College can
undertake negotiations with the second ranked firm, and so on, until a satisfactory contract is negotiated that is fair, competitive and reasonable.

(c) This RFP will in all cases be evaluated as a Request for Proposal and will not be evaluated as a “Bid” that is awarded solely on the basis of lowest price or highest commission. It will be evaluated on the basis of what is in the best interest of Lake-Sumter State College

(d) All provisions of this Request for Proposal and the successful respondent’s proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligation of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement:

a. Lake-Sumter State College Request for Proposal #14-02
b. All addenda issued pursuant to the Request for Proposal #14-02 (if applicable)
c. Proposer’s formal proposal to the Request for Proposal #14-02
d. Lake-Sumter State College Contract to include all clarifications and negotiated modifications to Proposer’s formal response their scope and complexity. All such contract price adjustments must be made within one year following the end of the contract.

(e) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(f) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(g) Each solicitation for the procurement of commodities or contractual services shall include the following provision: “Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding
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Saturdays, Sundays and the state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

(h) This Request for Proposals, in its entirety, is to be incorporated by reference and will become part of any contract agreement awarded as a result of this Request for Proposal. In the event the language in the contract or agreement itself should conflict with these specifications, the contract agreement shall prevail.

8.0 Term

(a) The term for these services as a result of this RFP shall be three (3) years for the base period with three (3) 1-year option periods available.

9.0 Taxes

(a) The College does not pay federal, excise, and state sales taxes on College’s direct purchases or services. The applicable tax-exempt numbers are:

Florida Sales Tax: 85-8013197636C-5/Federal Identification Number: 59-1210132

(b) Vendors submitting proposals must be certified, licensed and insured to do business in Florida in compliance with Florida Statutes.

10.0 Termination

(a) If the awarded contract is terminated or cancelled within the first year of the contract period, LSSC may elect to negotiate and award the contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of LSSC.

11.0 Laws, Ordinances, Rules, Regulations, Permits, and Licenses

(a) The vendor shall observe and obey all the laws, ordinances, rules, regulations, and policies of the District Board of Trustees of Lake-Sumter State College and the federal and state governments which may be applicable to the firm’s operation at Lake-Sumter State College and shall, at the sole cost of the firm, obtain and maintain all permits, licenses and insurance necessary to comply with such requirements and standards.
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12.0 Assignment

(a) Neither this agreement nor any duties or obligations under this solicitation or resulting contract agreement shall be assigned by a firm without prior written consent of the College.

13.0 Vendor’s Expense

(a) All proposals submitted in response to this Request for Proposal, conference attendance and visits to Lake-Sumter State College must be at the sole expense of the firm, whether or not any agreement is signed as a result of this Request for Proposal.

14.0 Confidentiality

(a) The firm is hereby notified that any part of their qualification or any other material marked as confidential, proprietary, or trade secret, is protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

15.0 Response Requirements

(a) To ensure that all Requests for Proposals are fairly evaluated, scored, and ranked, it is very important that the submittals be prepared according to the prescribed format. Failure to follow these requirements may result in the disqualification of your Requests for Proposals.

(b) To be considered, one (1) original and nine (9) copies of each Request for Proposals must be received at the College’s Director of Purchasing, Attn: William Ponko, 9501 U.S. Highway 441, Leesburg, Florida, 34788 no later than April 1, 2014 @ 11:00AM (EST). Requests for Proposal should be mechanically bound and should be limited to not more than 40 (8.5 inch x 11 inch) pages printed on one side, excluding covers, dividers, the entire original RFP and financial information. Oversize pages will be counted as two pages. Submissions in excess of 40 pages will not be disqualified; however, clarity, conciseness, and brevity will be evaluated in completeness and responsiveness. Requests for Proposals that arrive after the closing time and date shall not be considered. In addition, telephone, facsimile, e-mail or telegraphic Requests for Proposals shall not be accepted.

(c) Respondents to this RFP must include: The entire RFP (original only). Do not alter the RFP in any way. Do not take it apart to use it in sections of your proposal. The entire
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RFP will become part of the final contract agreement between the firm and the college. The Requests for Proposals shall be signed by a person or persons legally authorized to bind the firm to a contract agreement. A Request for Proposal submitted by an agent shall have a current Power-of-Attorney attached certifying agent’s authority to bind the vendor.

16.0 Warranty of Ability to Perform

(a) The vendor shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the vendor’s knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the vendor’s obligations or diminish the vendor’s obligations or diminish the vendor’s financial ability to perform the terms of any proposed contract agreement with the college.

17.0 Independent Contractor

(a) Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the vendor, the agent or representative of the college for any purposes in any manner whatsoever. The vendor is, and shall remain, an independent contractor with respect to all services performed.

18.0 Insurance Required

(a) The firm shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule, Section J.

- All insurers must be licensed and admitted in the State of Florida. Prior to the commencement of a contract, insured shall furnish the college with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The vendor shall not allow any subcontractor to commence work on its subcontract until the subcontractor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the firm.

- All policies required, except Professional Liability, shall be written as primary policies and not contributing to nor in excess of any coverage the college may choose to maintain. Failure of the college to demand a certificate or other evidence of full compliance with these insurance requirements or failure of the college to identify a
deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at the college’s option.

- By requiring this insurance, the college does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.

- In the event of any claims, costs, losses or damages against the Board of Trustees of Lake-Sumter State College, its officers, trustees, employees or agents, alleging that the Board of Trustees, or Lake-Sumter State College or any of its officers, trustees, employees, or agents, whether past, present or future, were negligent, jointly or severally, regarding any act or omission related to this Request for Proposals, or any contract entered into pursuant to this Request for Proposals, the vendor, in the event the college is not found to be solely negligent at the conclusion of the judicial process, agrees to indemnify and hold harmless the college for all costs and attorney’s fees up to and including all trial and appellate levels. In the event the college is found to be partially or contributory negligent at the conclusion of the judicial process, the firm agrees to indemnify and hold harmless the college for all costs and attorney’s fees, up to and including all trial and appellate levels, for that percentage of the verdict in which the college is not found to be negligent; that is, the college’s percentage of negligence subtracted from one hundred percent. In the event a settlement is reached before a judicial decision is rendered, firm agrees to indemnify and hold harmless the college for its share of the settlement agreement, including costs and attorney’s fees up to and including all trial and appellate levels.

At the conclusion of any judicial process, the college shall provide to the vendor and the vendor shall pay the college the appropriate percentage or amount specified within thirty (30) days.

19.0 Proposal Modification

(a) Proposals submitted prior to the qualification opening date may be modified or withdrawn only by notice to the College. Such notice must be received by the Purchasing Department at the address provided herein prior to the time designated for opening of the proposal. Vendor may change or withdraw the proposal at any time prior to proposal opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal, and are received by the Purchasing Department prior to the scheduled proposal opening time will be
accepted. The qualification, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope which is plainly marked “A Modification of Proposal.” Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposal provided that they are then fully in conformance with the requirements of the RFP.

20.0 Open Competition

(a) The college encourages free and open competition among vendors. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the college’s needs and the accomplishment of a sound economical operation. The vendor’s signature on this proposal guarantees that the vendor, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the college.

21.0 Public Crimes

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, firm, 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.0 RFP Consideration

(a) There is no obligation on the part of the college to make an award as a result of this RFP. To be considered, one (1) original and nine (9) copies of each qualification must be received at the college’s Purchasing Department, 9501 U.S. Highway 441, Williams-Johnson Building, Room 115, Leesburg, FL 34788, no later than APRIL 1, 2014 @ 11:00 am (EST). All responses must be bound in a three (3) ring binder as one document. Proposals that arrive after the closing time and date shall not be considered. Telephone, facsimile, e-mail or telegraphic proposals shall not be accepted.
23.0 **Governing Law and Venue**

(a) This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and firm hereby agree that venue shall be in Lake County, Florida.

24.0 **Lobbying**

(a) Vendor is prohibited from using funds provided under this RFP for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive brand or the judicial branch of state government.

25.0 **Accuracy of Proposal Information**

(a) Any proposer which submits in its proposal to LSSC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

26.0 **News Releases**

(a) The proposer shall obtain the prior approval of LSSC for any news releases or other publicity pertaining to this RFP or other service, study or project to which it relates.

27.0 **RFP Interpretation**

(a) Interpretation of the wording of this document shall be the responsibility of the College and that interpretation shall be final.

28.0 **Assignment**

(a) Neither this agreement nor any duties or obligations under this solicitation or resulting contract agreement shall be assigned by a firm without prior written consent of the college.

29.0 **Errors and Omissions**

(a) The vendor is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should
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the vendor suspect any error, omission, or discrepancy in the specifications or instructions, the vendor shall immediately notify the college, in writing, and the college shall issue written instructions to be followed. The vendor is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFP.

30.0 Vendor’s Responsibility

(a) It is understood and the vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFP.

31.0 Proposal Acceptance/Rejection

(a) The college shall have the right to reject any or all proposals and in particular to reject a qualification not accompanied by data required by the RFP or a proposal in any way incomplete or irregular. Conditional proposals will not be accepted.

(b) LSSC reserves the right to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. LSSC reserves the right to make the award to that proposer who, in the opinion of LSSC, will be in the best interest of and/or the most advantageous to LSSC. LSSC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in LSSC’s opinion, is not in a position to perform properly under this award. LSSC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

32.0 Performance Inquiry

(a) As part of the evaluation, the college may make inquiries to determine the ability of the vendor to perform the work. The college reserves the right to reject any proposal if the vendor fails to satisfy the college with proper qualifications to carry out the obligations of the contract. Please provide a minimum of three (3) current references, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.

33.0 Severability

(a) If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. in the event any provision of this agreement shall be invalid or unenforceable by a court of competent
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jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

34.0 Americans with Disabilities Act of 1990

(a) Vendors should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.

(b) If a vendor is in any need of special assistance in order to attend any of the proposal’s events, please contact Karen Meade at (352) 365-6322.

35.0 Protests of Award or Specifications

(a) Failure to file a protest within the time prescribed in F.S. 120.57 (3) shall constitute a waiver of proceedings.

(b) Following Phase One and Phase Two of the Screening Selection Process and prior to the intended award being presented to the Lake-Sumter State College District Board of Trustees, if applicable, it is the sole responsibility of all prospective proposers to visit the LSSC Purchasing Department website to view the intended award public posting on the date specified in Section F of this solicitation. Provide your company’s Email address so that it can be notified when the posting takes place.

36.0 Public Records

(a) Upon award recommendation or ten (10) calendar days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorneys’ fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed at the Purchasing Department during normal working hours by appointment.

37.0 Personnel

(a) Vendor, for the life of contract and any subsequent renewals, shall comply with any Lake-Sumter State College Board of Trustees approved action requiring college
operators, vendors, contractors and associates on any Lake-Sumter State College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by The Lake-Sumter State College Board of Trustees.

(b) Vendor shall, when so requested by the Lake-Sumter State College Board of Trustees, pursuant to a Florida Statute 1012.467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under Florida Statute 1012.467.

(c) To the extent The Lake-Sumter State College Board of Trustees requests fingerprint identification for a background or criminal check for purposes other than compliance with Florida Statute 1012.467, vendor shall comply with such other request by submitting the requested documentation to the Department of Human Resources within twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Florida Statute 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract ‘force majeure” for non-compliance.

(d) Vendor shall be responsible for all costs associated with either a request for a fingerprint-based state and federal criminal history check under Florida Statute 1012.467 or other request for fingerprint-based background or criminal check.

(e) Upon request by the College, Contractor shall remove any employee, agent or sub-contractor from the College’s premises, whom the College deems, in the Colleges discretion, as a threat to the health or safety of the College, its students or personnel.

(f) Contractor’s employees, sub-contractors and agents shall at all times maintain professional dress attire while participating in the operation of the food and catering service on the College’s premises. Smoking in and around the food service area or at any event for which the Contractor is providing College-requested catering services is prohibited.
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38.0 Familiarity with Laws

(a) All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), Florida Statutes 402.301-402.319, OSHA regulations, and all Civil Rights legislation.

39.0 Equal Opportunity

(a) Lake-Sumter State College is committed to non-discrimination based on race, creed, color, sex, ethnicity gender, national origin, age, disability, genetic information, marital status, veterans, religion, sexual orientation or political affiliation. The vendor shall have similar policies for employees assigned to the College.

40.0 Taxes/Licenses/Permits

(a) Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the contract. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

41.0 Drug/Alcohol-Free Workplace

(a) Lake-Sumter State College believes in a drug free workplace and is committed through in-house policies to this objective. The vendor shall have similar policies for all employees assigned to the College.

42.0 Disputes

(a) In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder the decision of the College shall be final and binding on both parties.

43.0 Indemnification

(a) Contractor shall indemnify, hold harmless, and defend the College, and its Board of
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Trustees, Officers, Agents and Employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the terms, conditions or provisions of this Agreement provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, its agents, contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

(b) If any and all claims against the College, and/or its officers, agent(s) and employees are by any employee of the Contractor, or anyone directly or indirectly employed by any one of them or anyone for whose actions any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker’s Compensation Acts, disability benefit acts or other employee benefit acts.

44.0 Registration

(a) Proposers who obtain RFP documents from other sources must officially register with the College’s purchasing office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to proposer’s who receive RFP documents from other sources.

(b) Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

45.0 Scope of Work

(a) The Scope of Work follows the General Conditions. To the extent there is conflict between the General Conditions and the Scope of Work, the Scope of Work shall control and have precedence, except for Addenda which will take precedence over any conflict.
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46.0 **Identical or Tie Proposals**

(a) In the event two (2) or more proposers score the exact score on their proposal offer, the following criteria, in order of importance, shall be used to break said tie:
   a. Drug Free Work Place
   b. Florida proposers
   c. Bidder’s place of business is within Lake County
   d. or by flip of coin, when all other factors are equal.

47.0 **Non-Conformance to Contract Conditions**

(a) Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor’s expense. These items and items not delivered as per delivery date in the proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer.

48.0 **Collusion/Disclosure**

(a) The Proposer, by affixing his/her signature to a Proposal submitted in response to this RFP, agrees to the following: "(name of vendor) certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action." Additionally, the Proposer, by affixing his/her signature to this RFP, agrees to the following: "No member of my firm's ownership, management or staff has a vested interest in any aspect or department of the College.

49.0 **Price Adjustments**

(a) The contractor may not alter menu prices or items provided in the Proposal without the written consent of the College.

50.0 **Purchases by Other Entities: (Piggy-Back)**

(a) In accordance with State Board of Education rules (see 6A-14.0734 (2) (c), the successful proposer may extend stated solicitation terms and prices to any other state
college or public entity that may wish to use this bid for the purpose of obtaining the same items/or services during a stated contract period.

51.0 **Immigration and Nationality Act**

(a) All contractors and subcontractors must provide a letter acknowledging compliance to section 274A of the Immigration and Nationality Act at the time the contract is awarded.

52.0 **Miscellaneous**

(a) The vendor shall not use the name of the College in any way unless approved in writing by the College.

(b) The Vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College.

(c) The agreement shall be governed by the laws of the State of Florida.
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SECTION B

SCOPE OF WORK

1.0 Request for Proposal Specifications

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

In the broadest sense, this RFP seeks to establish a contract for the food service facilities owned by Lake-Sumter State College which will provide to students, staff, faculty, alumni and visitors a dining service operation reflective of the College’s goals and philosophy. Lake-Sumter State College desires to provide its students with a full, well-rounded experience, inclusive of learning and living as a community. The selected Vendor must provide quality and value to the campus while offering opportunities for students and faculty to share experiences outside of the classroom.

It is essential that the food service program be of the highest quality possible and that the successful Vendor manages the program with the maximum sensitivity to the needs and concerns of our campus community. It is our intention to select a Vendor that will provide the highest quality products and services at the most affordable prices.

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

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

- An experienced professional management staff
- The offering of quality nutritious foods attractively and courteously served in a clean and sanitary environment
- Satisfying portions at reasonable prices
- A well-trained workforce
- Convenient service schedules
- A customer first attitude
- Economically sound operation practices
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The Vendor selected through this RFP process shall furnish all supervision, labor, and supplies required for the satisfactory performance of the work. The Vendor shall employ trained, reliable, quality conscious workers. The contractor shall at all times, enforce strict discipline and good order among his/her employees. It is intended that the services include all functions normally considered a part of a satisfactory food service operation whether or not listed herein.

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

The current food service operation at the Lake-Sumter State College Leesburg Campus includes a cafeteria, located in Student Center building. The Leesburg campus has a conference center; which Vendor will have opportunity to provide non-exclusive catering services.

2.0 Cafeteria Services

(a) Services will include the complete operation of the existing cafeteria (located in the Student Center).

(b) The Vendor will provide menu choices that include, but are not limited to, any variations of these items: healthy food selections, deli selections, pizza selections, grill items, hot food selections, fountain and bottled beverages, breakfast items, coffee services, desserts and snacks. Brand name selections may include, but not limited to offerings of brands such as Subway, Taco Bell, Pizza Hut, Dominoes, Starbucks, etc. In addition, the Vendor will provide grab and go items such as, but not limited to, premade salads, sandwiches, etc.

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

(d) The Vendor shall maintain hours of operation as mutually agreed. The current vendor’s hours of operation are 8:30am to 3:30pm Monday thru Thursday. Food Service operations shall be open continuously while school is in session. College reserves the right, during non-operating hours, to utilize food service areas for other purposes which do not include food service. College will notify vendor in advance of such use. Vendor will not be responsible for damage or theft to food service area when used by the College in Vendor’s absence. Vendor will notify College representative immediately upon discovery of damage or theft.
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(e) Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors.

(f) 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 choice as the first. Food will remain at the operation stations 15 minutes after the closing of service hours to allow late students to be served. Serving lines are to be well staffed with personnel. Sufficient quantity of menu items shall be available throughout the entire serving period.

(g) 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 with 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.

(h) Food shall be prepared and cooked the day it is to be served and as close to the meal period as time 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 must 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.

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

3.0 Catering Services

(a) Lake-Sumter 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.

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

(c) 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 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 vendor will work with customer to create custom menu choices. Any request for change in catering brochure pricing structure by Vendor must be submitted in writing to College representative and will be subject to prior approval.

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

(e) 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.

4.0 Operations and Management

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

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

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

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

(d) Vendor shall, at all times, maintain an adequate staff of employees on duty to assure efficient operation and will provide proper supervision. Only employees acceptable to the college will be assigned for duty. Vendor will require their employees to comply with instructions pertaining to conduct and building rules and regulations.

(e) Vendor agrees to employ, train and promote as much student labor as practical in its operations, provided that Vendor shall determine, in its sole discretion, the amount of such student labor that it may practically train and employ.

(f) Vendor shall immediately honor any request by College for removal of any of Vendor’s employees who are deemed unsuitable by College for any reason.

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

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

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

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

5.0 Marketing Program

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

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

(c) 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 college representative.

(d) Vendor may supply information, including but not limited to, menus, catering brochures and special event notifications to the campus representative for dissemination to the campus community.

6.0 Utilities and Garbage Collection

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

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

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

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

(d) Vendor shall furnish inventory and product management hardware/software; and all short-life equipment, including but not limited to, serving utensils, cleaning equipment, office furniture and supplies, paper products, food and food products and other such non-depreciable items generally considered necessary to equip and operate a food service. All signage and decorations for food service facilities will be the provided by the vendor. The style, design and quality of all equipment provided by Vendor shall be subject to prior approval of the College. Any equipment purchased by the Vendor shall remain the property of the Vendor until the expiration of this contract. In the event of early termination, all Vendor purchased equipment shall remain the property of Vendor, or Vendor may sell to College at a prorated price. An inventory list will be supplied to the College by the Vendor.
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(e) The College will assume no responsibility for the contractors equipment located on the campus.

8.0 Coca-Cola Exclusive Products

(a) The College currently has an exclusive contract with Coca-Cola Bottling Company to serve its products through June 30, 2019. All vendors must abide by this contract.

9.0 Service and Cleanliness

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

(b) Inspectors from all state and local authorities and from the College shall have complete cooperation from the Vendor. When state and local authorities arrive for inspection, the College shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Vendor to the College within 72 hours of receipt. Within five (5) working days, the Vendor shall provide the College with a written report of corrective action. In the event that corrective action is a joint responsibility, the Vendor shall notify the College of its responsibility in the matter and shall work with the College in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the food service function.

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

(a) The vendor shall maintain verifiable separate accounting and bookkeeping records for its site on the college campus and shall utilize generally accepted accounting principles and practices in connection with the maintenance of all such accounting records. Vendor shall utilize the accrual method of accounting in conjunction with this contract based upon the College’s fiscal year, which runs from July 1st to June 30th.

(b) All gross income received by the Vendor from all cash and credit sales shall be recorded by an electronic cash register. Said cash register shall be equipped with continuous recording tape and locked-in readings on which there shall be recorded all gross income received. Said cash register shall also include a tax key for recording and control of sales subject to tax.

(c) Sales tax is to be collected on all items in accordance with Florida State Statutes. Vendor shall be responsible for remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations.

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

(e) Any and all applicable payments and commissions will be made on a monthly basis beginning thirty (30) days following the close of each monthly accounting period. All payments will be made to Lake-Sumter State College. If any payment due to the College is not paid within thirty (30) days after its due date, the College may assess a late charge equal to ten percent (10%) of the late amount due in order to compensate the College for the additional administrative expense and loss occasioned thereby. In addition, the College may assess a charge at the maximum rate allowable by law for any check from Contractor returned to the College for insufficient funds.

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

11.0 **Contract Period and Renewals**

(a) It is anticipated that the contract period shall be for three (3) years commencing on or about May 1, 2014 and continuing through April 30, 2017. The College has the option to renew the contract for up to two (2) 1-year periods, ending on April 30, 2019. At the expiration or early termination of the contract, vendor shall relinquish the food and all equipment furnished by the College, in condition which received, ordinary wear and tear accepted by the College.

12.0 **Current Volume and Sales Rates**

(a) The College’s current food services vendor, VIP Foods, serves approximately thirty (30) customers for breakfast service, with over half of the customers purchasing a meal, while a third of the customers purchase only coffee or another drink. The vendor brings in $130 per breakfast session.

(b) The most popular lunch items with the current vendor are: Chicken Sandwich/Hamburger combos and salads. The current vendor provides approximately 70-90 lunch items per day.

(c) The College currently pays for thirteen (13) student-athletes for this current fiscal year (FY); which consists of two (2) meals per day (Mon-Thur.). In FY 2012-13 that number was twelve (12) and the College is estimated to pay for meals for an estimated 12-14 student-athlete for next year. The LSSC Athletic Department is also interested in providing a meal of some kind for Friday, even if it is a “box” lunch or pizzas.

(d) Each summer the College hosts three (3) sessions of Kid’s College. The current food vendor has been offering lunch for participants for this event. In 2013 the program’s lunch enrollment numbers for each program totaled $2,052.75, in which forty-nine (49) of the programs participants purchased lunches. In 2012, thirty (30) of the programs participates purchased lunches for a total of $1,392.00.

(e) The Upward Bound program has been the number one consumer for VIP Foods within our College’s Outreach Program. Upward Bound is the only project that hosts a substantial Summer Program here on campus, and VIP Foods was at times hired based on the availability of the programs funds. Some summers the program choose to hire
outside vendors (i.e. China Max, Pizza Hut, etc.) and coordinate the meals themselves (i.e. Publix chips/sandwich rings, etc.) in order to cut cost.

Upward Bound would prefer to buy from the LSSC cafeteria food vendor; however the program is dependent on the availability of its grant funds, which have been gradually reduced or leveled in the past few years. In FY 2012-13 the program purchased 598 meals with VIP Foods for a total of $2,587.45. Meanwhile the Educational Talent Search program purchased 23 meals from VIP Foods in FY 2012-13 for a cost of $230.00.

(f) In the summer of 2014, there will be an estimated 50-75 high school students on campus as part of the Title III Rise Program. A strategy to provide lunches to these students has not yet been established at this time.
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SECTION C  
CMBE/WBE CERTIFICATIONS  

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Federal Employer Tax Identification No (9-digit) OR (FEIN)

Are you a 1099 recipient? If YES, under what name

OWNERSHIP  Please check all applicable boxes
Company is at least 51% owned, controlled, and actively managed by

- [ ] Minority Person(s)
- [ ] Woman/Women
- [ ] Service Disabled American Veteran(s)

If minority owned, check applicable boxes

- [ ] Black American
- [ ] Hispanic American
- [ ] Asian Pacific American (includes oriental)
- [ ] Asian Indian American (includes India, Pakistan, and Bangladesh)
- [ ] Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)

Attach current MBE/WBE Certifications (Note: Lake-Sumter State College requires certification of MBE’s by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency)

---

Signature

Print Name

Date

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SECTION D

STATEMENT OF NON RESPONSE

If you are not submitting a Request for Proposals on this service please complete and return this form to: Lake-Sumter State College, 9501 U.S. Highway 441, Williams-Johnson Building, Room 115, Leesburg, FL 34788, Attention: Purchasing Department.

COMPANY NAME: ________________________________________

ADDRESS: ______________________________________________
______________________________________________

TELEPHONE: ______________________________

SIGNATURE: ______________________________

DATE: ______________________________

I/We have declined to submit Request for Qualification 14-02 for Professional Food Services for Leesburg Campus Dining and Catering Services because of the following reasons:

___ Our work schedule did not allow for sufficient time to respond to submit a Qualification

___ At this time the Vendor is too understaffed to reply to this qualification

___ The Vendor does not have the experience to be considered for the award of this proposal

___ Other (specify below)

REMARKS: __________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
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SECTION E

PUBLIC ENTITY CRIMES

Any person submitting a qualification in response to this solicitation must execute the information below in accordance with 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with your qualification.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:

________________________________________________________________________
(Print name of the public entity)
By ________________________________________________________________
(Print name of entity submitting sworn statement)
Whose business address is

________________________________________________________________________

And (if applicable) it’s Federal Employer Identification No. (FEIN) is:

____________________________

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

________________________________________________________________________)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
REQUEST FOR PROPOSALS 14-02
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SECTION E
PUBLIC ENTITY CRIMES

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(a) A predecessor or successor of a person convicted of a public entity crime: or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and
REQUEST FOR PROPOSALS 14-02
PROFESSIONAL FOOD SERVICES
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SECTION E
PUBLIC ENTITY CRIMES

convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this __________ day of ________________ 20________

Personally known __________ OR Produced identification ______________________________

(Type of identification)

Notary Public - State of ____________________ - My commission expires - __________________
(Printed, typed and/or stamped Commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Firm, Sub-Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted Firm list.
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SECTION F

RFP SCHEDULE

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<td>Begin Advertising</td>
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<td>11:00 AM (EST)</td>
<td>MARCH 18, 2014</td>
<td>Mandatory Pre-Proposal Meeting*</td>
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<tr>
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<td>Deadline for Questions</td>
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<td>11:00 AM (EST)</td>
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<td>RFP’s due for Delivery to Purchasing Department***</td>
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<td>TBD</td>
<td>APRIL 15, 2014</td>
<td>Meet to Review and Shortlist Proposals**</td>
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<td>TBD</td>
<td>APRIL 22, 2014</td>
<td>Interview the Finalists*</td>
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<td>APRIL 29, 2014</td>
<td>Recommendation for Award Posted</td>
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* Student Services Bldg., Room 205, State College, 9501 U.S. Highway 441, Leesburg, FL.
** Williams-Johnson Bldg., Room 116, Lake-Sumter State College, 9501 U.S. Highway 441, Leesburg, FL.
*** Williams-Johnson Bldg., Room 115, Lake-Sumter State College, 9501 U.S. Highway 441, Leesburg, FL.

FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL MEETING AND TOUR THE FACILITY SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR PROPOSAL.
## SECTION G
EVALUATION CRITERIA

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<th>Company Information</th>
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<th>Staffing and Supervision</th>
<th>Quality Assurance/ Sanitation/ Safety</th>
<th>PUR7068 Licenses/ Insurance/ Litigation</th>
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REQUEST FOR PROPOSALS 14-02
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SECTION G
EVALUATION CRITERIA

1.0 Screening Selection Process/Evaluation Criteria Phase One (1):

In order to facilitate review by the evaluation team, Proposers are requested to respond and index their written responses with the same tab notations as contained herein (Phase I Evaluation Criteria). Written responses must be typed and shall not exceed seventy-five (75) pages, including charts and pictures. Responses should be prepared simply and economically providing a thorough, clear and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after responses are opened.

The College will organize an evaluation team who will review independently the first seventy-five (75) pages submitted of responsive proposals as part of Phase I of the screening selection process. The evaluation team will meet in a Phase I public evaluation meeting(s) (see schedule in Section Four (B) of this solicitation) and individually assign Phase I written evaluation points for each criterion as defined herein.

In Phase I of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each Proposer’s written response. All of the evaluation team members’ individual maximum points per Proposer will be totaled and an average score will be calculated. Based on the average calculated score, the Proposers will be ranked highest to lowest with 100 average score being the highest. A minimum of three (3) of the top ranked Proposers, but no more than five (5), will be short listed and asked to return for Phase II of the screening selection process. The College reserves the right, at its’ discretion, to select more than five (5) short listed Proposers to be included in Phase II of the screening selection process.

The following Tab One (1) to Tab Eight (8) represent the Evaluation Criteria utilized in Phase One (1):

TAB ONE: Company Information (0-5 Points)

A. Provide a Letter of Intent summarizing in a brief and concise manner, the Vendor’s understanding of the scope of work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with Lake-Sumter State College. The letter must indicate the official’s title or authority. The letter should not exceed two pages in length.

B. Provide the main contact person regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award. Include contact person’s phone number, fax number and email address.
C. Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.) If Vendor is a corporation, provide a copy of the certification from the Florida (or other state) Secretary of State verifying Vendor's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the State of Florida.

D. Provide a listing of office locations where national and/or regional personnel are located.

E. Provide a brief history of company, including number of years in business.

F. Provide a description of the standard services offered by the company. Include a listing of non-proprietary branded concepts for which the company is licensed.

G. Provide a listing of professional organizations of which the Vendor is a member.

TAB TWO: Qualifications and Experience (0-15 Points)

A. Provide a brief statement of qualifications that includes the company’s size, geographic location in relation to the project, and the office that will support the contract for this project.

B. Include information regarding previous or current contracting experience with Lake-Sumter State College or other public/education agencies.

C. Provide a complete list of all accounts lost (early termination or non-renewal). Include contact names and telephone numbers, length of service at each account, and reason for loss. This list can be limited to the regional/district office which will be supporting the contract, and may be limited to the past five (5) years.

D. Provide a complete list of all accounts canceled/terminated by the Vendor prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the Vendor chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract, and may be limited to the past five (5) years.

E. Vendor must furnish a representative client listing of up to five (5) current clients that the College may contact (include the name, phone, and fax number of the current primary contract representative and the date the account was acquired). The College prefers that the client references be similar to Lake-Sumter’s student population.

TAB THREE: Food Service Program (0-35 Points)

A. CAFETERIA SERVICES:
   1. Outline plan to provide everyday food service for students, staff, faculty and guests in the cafeteria.
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Include proposed cafeteria menu with portion and pricing information.

2. Provide a brief assessment of the current cafeteria operation along with a description of what changes your company is proposing to make. This portion of your response must include the assessment plus your company’s proposal regarding:
   I. Cosmetic Improvements
   II. Proposed service concepts, menus, prices and portions
   III. Advertising/marketing plans
   IV. Equipment condition/need for replacement or new
   V. Any other pertinent elements necessary to effect an operationally and financially efficient foodservice program

3. Describe any national, regional, and/or proprietary concepts proposed for cafeteria.

4. Describe any special promotions, merchandising, special services, menu enhancements and other features proposed for the cafeteria.

B. CATERING SERVICES:
   1. Submit an assessment and specific catering plan proposal including:
      I. Catering guide to include three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, china service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out.
      II. Staffing levels per customer for seated service lunch and dinner functions as well as for receptions and buffet service
   2. Provide a detailed marketing plan to be implemented which will support the attainment and retention of catering customers. Describe how a successful non-exclusive catering program will be built and maintained. The program must earn business by providing the best quality, prices and service.
   3. Describe Vendor experience with catering. Include overview of experience working with student clubs and organizations in regards to catering and food service.
   4. Describe the alcoholic beverage serving policy, and indicate any special conditions, restrictions, or procedures that apply. Provide a copy of the license or verification of license, if applicable.

C. QUALITY OF FOOD:
   1. Provide source of supply and length of supplier relationship. Indicate the USDA grades of food they intend to supply.
   2. Indicate the training given to staff on food preparation with specific emphasis on sanitation both at initial hire and ongoing.

D. CREATIVE IDEAS:
   Submit any creative ideas specific to Lake-Sumter State College or which are used in comparable situations to enhance foodservice participation not already presented in this proposal. In addition, please provide sufficient background information as to how such ideas were generated, the process for implementation and what assistance was necessary from the client to affect a successful outcome.
E. COFFEE CART (ADDITIONAL ALTERNATIVE):
   If considered feasible, submit an assessment and specific proposal regarding the Coffee Cart location:
   1. Concept suggestion(s)
   2. Menu
   3. Pricing
   4. Intent to subcontract or not
   5. Days/hours of operation
   6. Required equipment with costs associated
   7. If not feasible, explain why

TAB FOUR: Staffing and Supervision (0-10 Points)

A. Indicate the number of personnel proposed to staff our facilities. Provide an organizational chart, including position/title and whether full-time or part-time. Provide resumes, if applicable. If resumes are not available, provide position descriptions. Indicate the training that staff receives in providing service to customers both at initial hire and ongoing.

B. Detail the qualifications and responsibilities of each position and their salary ranges, with minimums and maximums.

C. Contract Manager/Site Supervisor: List experience of proposed contract manager/site supervisor. Include current job description and resume, if applicable.

D. Include statements regarding employment policies to include, but not be limited to, discrimination, drug/alcohol abuse, and background checks and fingerprinting. The successful Respondent will verify that personnel assigned to the College are citizens of the United States of America or individuals who have been lawfully permitted to work in the United States of America as evidenced by documentation from the Immigration and Naturalization Services.

E. Hours of Operation - College requires minimum hours of Monday through Thursday 8:30 A.M. to 3:30 P.M.

F. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.

G. Provide schedule of management coverage in terms of days and hours.

H. Identify the location of your home office and the specific office that will have direct responsibility for this account.
I. Provide area/district organization structure in support of Lake-Sumter State College’s foodservice program.

TAB FIVE: Quality Assurance/Sanitation/Safety (0-10 Points)

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

B. Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility.

C. Outline sanitation and safety self-inspection procedures for all foodservice operations at Lake-Sumter State College, Leesburg Campus. Provide a sample copy of any checklist used during inspection.

D. Submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary (with a particular emphasis on proper food handling), and secure foodservice environment.

E. Provide a brief description of your company’s overall policy/philosophy regarding Environmental Sustainability - Describe the company’s environmental sustainability program and how it would be incorporated at the College campus.

TAB SIX: Public Entity Crimes, Licenses, Insurance, and Litigation (0-5 Points)

A. The prospective company must submit a properly executed Public Entity Form, located in Section E of this RFP. Provide documentation of insurances required as well as all licenses required by the State of Florida to perform the duties required by the service to be provided.

B. The prospective company must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification. IRS Form W-9 can be found at the following website: http://www.lssc.edu/staff/Pages/Departments/Purchasing/default.aspx
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C. Additionally, provide a brief statement of explanation of all past (within past three years), present and pending claims (criminal and civil), lawsuits, judgments and/or insurance claims for errors and/or omissions filed by or against any firm or any principal or individual employed by any firm to be assigned to the current service to be provided.

D. Indicate whether your firm has filed for bankruptcy within the previous seven (7) years or has any plans to do so.

TAB SEVEN: Financial Capability (0-10 Points)

Provide a single, separate envelope labeled “Confidential-Proprietary Financial Information”. Please note: financial information will not be considered part of the seventy-five (75) page maximum document requirement.

A. Include the Balance Sheet, Income Statement, and Cash Flow Statement from the prior two (2) fiscal years. Financial statements shall be prepared in conformity with generally accepted accounting principles. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation. Complete audited financial statements are preferred.

B. Include a list of comparable type and size community and primarily commuter campus accounts along with annual revenues, number of students and the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about your performance.

TAB EIGHT: Financial Proposal (0-10 Points)

The Respondent should propose a financial offer to the College, which may include, a minimum guarantee, commission on net sales, profit sharing and/or other value added programs. “Net Sales” shall be defined as all sales less sales and use tax. Commissions should be broken out by cafeteria and catering. Additional items of consideration may be investment in food service renovations. Any and all capital improvements funded by contractor will become the exclusive property of Lake-Sumter State College.

Contractor shall also submit a year-one pro forma financial statement of revenues and expenses for the foodservice operations. Revenues should be broken out by cafeteria, catering, etc. The foodservice pro forma statements are to include only those revenue and expense items directly associated with the Lake-Sumter State College Leesburg Campus operation.

2.0 Screening Selection Process/Evaluation Criteria Phase Two (2):

A public presentation (interview) will be conducted with the highest ranked short listed firms as a result of
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Phase One (1) of the screening selection process. The Director of Procurement Services will notify the short listed firms of the time allotted for their public presentation (interview). The evaluation team will meet in a Phase II public evaluation meeting(s) (see schedule in Section Four (B) of this solicitation) and evaluate the presentations based on the evaluation criteria contained herein for Phase II of the screening selection process. Evaluation team members will individually assign Phase II written evaluation points for each criterion. Phase I and Phase II are evaluated separately and, at no point, are combined to represent an overall score.

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

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

The following Tab One (1) to Tab Six (6) represent the Evaluation Criteria utilized in Phase Two (2):

**TAB ONE: Experience and Capability (0-20 Points)**

Describe company’s reputation and overall capabilities of providing required services to the Lake-Sumter State College Leesburg Campus. Explain support that will be in place for the account beyond onsite management. Discuss magnitude of experience with similar organizations.

**TAB TWO: Food Service Programs (0-35 Points)**

Provide a well thought out and proven approach of providing the required services to the College. Include discussion on the overall picture of the food service programs that are proposed for this account. Presentation should include description of products and services which will be provided in the Cafeteria, as well as the catering program. Explain your plan for ensuring that you are meeting the wants and needs of the students, faculty, staff and visitors to campus with regards to food service.
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TAB THREE: Staffing and Customer Service  (0-20 Points)

Share your organization chart and staffing plan. Describe your customer service plan. Describe any customer service programs proposed for this account. Provide concrete examples of ability to work with administration, faculty/staff, students and visitors to campus. Describe your ability to work creatively with student clubs and organizations.

TAB FOUR: Creative Ideas  (0-10 Points)

Describe what the company will do to increase traffic and revenues to food service operations. Present any additional ideas or food service opportunities identified by the company. Presentations should include description of idea/opportunity, equipment/items needed, costs associated and funding plan.

TAB FIVE: Management Transition Plan  (0-5 Points)

Provide a transition plan for assuming management control and a description of the ability to commit the personnel and resources necessary to develop a responsive management structure. The plan should describe in detail:

1. Key tasks related to the successful orientation of the proposer’s foodservice program.
2. Support provided by corporate/regional office, including who will be onsite for transition and opening and for how long support will be provided.
3. The plan for continued employment of the existing food service staff.
4. The handling of inventories.
5. The plan for installation of hardware/software, if applicable
6. The timeline for the transition plan.

TAB SIX: Financial Proposal  (0-10 Points)

Respondent should be prepared to discuss financial proposal for Lake-Sumter State College.

3.0 Intended Award and Posting

(a) Following Phase One and Phase Two of the Screening Selection Process, it is the sole responsibility of all prospective proposers to visit the LSSC Purchasing Department website to view the intended award public posting on the date specified in Section G of this solicitation
Preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals which are equal with respect to quality and service are received by the owner for the procurement of services, a qualification statement received from a business that certifies that it has implemented a drug-free work place program shall be given special preference in the award process. Established procedures for processing tie proposals statements will be followed if none or more than one of the tied vendors have a drug-free work place program. In order to have a drug free work place program, a business shall:

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

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

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

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

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

6. Make a good faith effort to continue to maintain a drug-free work place through implementation of section 287.087 Florida Statutes.

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

_________________________________
Vendor’s Signature
REQUEST FOR PROPOSALS 14-02
PROFESSIONAL FOOD SERVICES
FOR LEESBURG CAMPUS DINING AND CATERING SERVICES

SECTION I

SUBMITTALS

The following items shall be submitted to be deemed responsive:

1. One (1) original and nine (9) copies of the Request for Proposals

2. Section C, filled out completely

3. Section E, filled out completely and notarized.

4. Section H, filled out

5. Section J, Certificate of Insurance

6. All signed copies of Addendums issued if applicable
REQUEST FOR PROPOSALS 14-02
PROFESSIONAL FOOD SERVICES
FOR LeESBURG CAMPUS DINING AND CATERING SERVICES

SECTION J

INSURANCE LEVELS

The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule. The insurance shall cover the firm’s entire operations under this solicitation and shall be effective throughout the effective period of this solicitation. It is not the intent of this schedule to limit the types of insurance otherwise required by any proposed contract or that the firm may desire to obtain.

♦ Commercial General and Umbrella Liability Insurance. Insured’s shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

♦ Automobile Liability. Insured shall maintain the amount of $1,000,000 Combined Single Limit. Coverage shall include non-owned and hired car coverage.

♦ Workers’ Compensation. Where required by law, Insured shall maintain all statutorily required Workers’ Compensation coverage. Coverage shall include Employer’s Liability, at minimum limits of $1,000,000/ $1,000,000 /$1,000,000.

♦ Professional Insurance. No less than $2,000,000 when applicable for services provided. If coverage is offered on a claims-made basis, such coverage shall continue for a period of two (2) years after completion of the project.

♦ Certificate of Insurance. Description area of certificate shall describe the event, activity or contract with the College of Central Florida and shall include the clause: “Waiver of subrogation applies.”
SECTION J

INSURANCE LEVELS

♦ Medical Expenses (Any one person). No Less than $10,000.

♦ Certificate Holder shall read:

ATTN: Lake-Sumter State College – District Board of Trustees
9501 U.S. Highway 441
Leesburg, FL 34788

♦ Additional Insured. All certificates shall name the College as an additional insured, except Workers Compensation coverage and Professional Liability. Certificates of Insurance shall provide thirty (30) days notice of policy cancellation, non-renewal or a reduction in the limit of liability by an endorsement to the policy.