

**Request for Proposal**  
**RFP #1-2017/2018 College-Wide**  
**Food Service Dining**



**Due on April 24, 2018 @ 2:00 PM CT**

## ***Table of Contents***

<b><i>Background</i></b> .....	3
<b><i>General Conditions</i></b> .....	4
<b><i>Proposal Specifications</i></b> .....	13
<b><i>Evaluation Process</i></b> .....	16
<b><i>Evaluation Scoring</i></b> .....	17
<b><i>Attachments:</i></b> .....	18
<b><i>1. Proposer Registration Form</i></b> .....	18
<b><i>2. Statement of No Proposal</i></b> .....	19
<b><i>3. Proposal Certification</i></b> .....	20
<b><i>4. Proposers’s Qualification Statement</i></b> .....	21
<b><i>5. Drug Free Workplace</i></b> .....	24

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## ***Background***

**ABOUT GULF COAST STATE COLLEGE:** Gulf Coast State College (“GCSC” or the “College”), located in Bay County, Panama City, Florida is one of the twenty-eight public colleges in the Florida College System and serves a three-county districts in the panhandle of Florida: Bay, Franklin, and Gulf counties. The district stretches over a distance of 73 miles along the Gulf Coast, covering 1,857 miles. Educational program offerings include associate of arts and associate of science degrees, applied technology diplomas, nationally recognized certificate program, and non-credit workforce courses.

In 2010, Gulf Coast State College was approved to offer its first baccalaureate degree – the Bachelor of Applied Science in Technology Management. As of today, the College offers a total of four (4) baccalaureate degree programs, along with multiple classes throughout our district in both traditional classroom, online, and hybrid formats. The low student-to-teacher ratio provides students with the opportunity for one-on-one interaction with faculty.



Enrollment at GCSC is 6,818.

**REQUEST FOR PROPOSAL:** Gulf Coast State College is soliciting proposals from experienced and qualified firms to provide food service dining for students, athletes on meal plans, and faculty/staff for the Panama City location. This bid is in the form of an RFP due to the complicated nature of the request. Response consideration is based upon technical excellence and cost.

## ***General Conditions***

Proposers who wish to be considered for the services requested in this Request for Proposal (“RFP”) must follow the instructions herein and provide all of the requested information. GCSC reserves the right to disqualify any Proposer whose proposal does not comply with this RFP.

**SPECIAL NOTICE:** The College currently has a pouring rights agreement with Coca-Cola that does not expire until December 31, 2019. The successful Contractor must abide by the terms of this agreement until then. Effective January 2, 2020, the College expects to no longer have an exclusive pouring rights agreement.

**SEALED PROPOSAL:** The number of the proposal and the date of opening shall be shown on the envelope containing each proposal. Proposers are requested to show their names and addresses on the envelopes. All proposals are subject to the conditions specified herein and on the attached proposal documents.

Completed proposal must be submitted in a sealed envelope. Telegraphic and electronic communications (fax, e-mail, telephone, telegraph) proposals will not be accepted.

The following items must be contained within the sealed envelope: one (1) original proposal marked as “original” with wet-ink signatures, six (6) copies of the original proposal, and one (1) electronic version of the original proposal stored on a thumb drive.

By submitting a proposal, the Proposer acknowledges and accepts the terms and conditions provided in this RFP.

1. **EXECUTION OF PROPOSAL:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.
2. **NUMBER OF COPIES:** Proposers shall submit complete sets of the proposal including all supporting documentation as follows:
  - One (1) printed original with original signatures
  - Six (6) printed copies
  - One (1) electronically on USB flash media in PDF format

Submission shall be made in a sealed envelope/container marked as stated in the Proposal Submission clause. This quantity is required so that a full and complete copy of

your proposal can be provided to each member of the evaluation committee and to College consultants. The USB flash memory drives should be labeled with your company name, RFP #1-2016/2017 Food Service Dining. It is the proposer's responsibility to guarantee the USB flash memory drives are 100% identical to your original printed proposal. In the event of a discrepancy, your original printed proposal will prevail.

3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
  
4. **PROPOSAL SUBMISSION:** To be considered responsive, proposers shall deliver by 2:00 PM CT, on April 24, 2018, a binder containing the response to the RFP. The binder should be labeled ORIGINAL, your company name, RFP #1-2016/2017 Food Service. The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/container must be identified as follows:
  - Proposer's name
  - Return address
  - RFP number and title
  - Due date and time
  
5. **DUE DATE & TIME:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Procurement Office shall serve as the official authority to determine lateness of any proposal.

**Receipt of the proposal in the Procurement Office after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the proposer's proposal.**

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College Procurement Office at 850.913.2906 or 850.872.3843.

Proposals must be hand-delivered or mailed to Gulf Coast State College, Attn: Tonia E. Lawson, Executive Director, Procurement & Auxiliary Services, 5230 West US Highway 98, Panama City, Florida, 32401-1058. The College must receive the proposal no later than **2:00 PM CT on April 24, 2018.**

**Facsimile or electronic proposals will not be accepted. Proposals must be provided in hard copy format, in a sealed and properly labeled envelope or package, as referenced in General Conditions.**

Once opened, proposals become the property of the College and will not be returned.

6. **NO PROPOSAL:** If not submitting a proposal, respond by returning only the Statement of No Proposal and give the reason in the space provided. Failure to submit a Statement of No Proposal shall be cause for removal of the proposer from the mailing list.
7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.
8. **REVISIONS & AMENDMENTS:** The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of RFP, such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the RFP may be postponed by such number of days as in the opinion of the Purchasing Executive Director that will enable Proposers to revise their RFP. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
9. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
10. **DISQUALIFICATION:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
11. **PROPOSAL WITHDRAWAL:** Proposers may withdraw their proposals by notifying the College 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. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the proposers.
12. **POSTING OF RESULTS:** Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the proposals were opened on or about May 14, 2018, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in *Chapter 120.57(3), Florida Statutes*, shall constitute a waiver of proceedings under *Chapter 120, Florida Statutes*. Proposers will receive a copy of the proposal tabulations with recommended awards electronically via email per *Florida Statute 120.57(3)*. **NO PROPOSAL TABULATION OR AWARD INFORMATION WILL BE GIVEN OVER THE TELEPHONE.**

13. **ADDITIONAL INFORMATION:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.
14. **PUBLIC RECORDS:** Upon award or thirty (30) days after opening, whichever is earlier, Proposals for this RFP become public records and shall be subject to public disclosure consistent with *Chapter 119.071 (1)(b) 2 Florida Statutes*. Firms must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record under *Chapter 119.071 (1)(c) Florida Statutes*. Firms are hereby notified that any part of the Statements of Qualifications, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by *Chapter 119, Florida Statutes (Public Records Law)*. Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulations 52.212-5 Subpar 4.7.

ALL REQUESTS FOR PUBLIC RECORDS RECEIVED BY THE FIRM MUST BE IMMEDIATELY REFERRED/FORWARDED TO THE COLLEGE.

15. **CONFIDENTIALITY:** Response documents related to this procurement process are governed by the Public Records Laws, *Chapter 119, Florida Statutes*. Information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the College. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information will be open for inspection by any person in accordance with *Chapter 119, Florida Statutes*. If proposer claims any part of same is confidential and exempt from *Chapter 119, Florida Statutes*, proposer shall specify in writing at the time such materials are provided to the College, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials to be confidential and exempt from *Chapter 119, Florida Statutes*, the College will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within ten (10) calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and

exempt and a judicial declaration that the materials are confidential and exempt from *Chapter 119, Florida Statutes*. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the College in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

16. **INQUIRIES/INTERPRETATIONS:** All Proposers shall carefully examine the RFP documents. Proposers are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Procurement Office no later than three (3) working days prior to the proposal opening. Any questions concerning the intent, meaning and/or interpretations of the RFP documents shall be requested in writing, and received by the College's Procurement Office at least seven (7) calendar days prior to proposal opening. Any interpretation of or changes to the RFP will be made in the form of a written addendum to the RFP and will be furnished to all proposers.

Such inquiries regarding this RFP outside a pre-proposal conference must be submitted in writing (via email, fax or hand delivery) to the College's Procurement Executive Director. The College will provide written answers (via email, fax or hand delivery) to the questions in the form of a written addendum to all proposers who have received the RFP. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFP.

17. **PUBLIC OPENING/EVALUATION:** Proposals shall be publicly opened, name of proposer read and recorded on the date and time specified herein unless changed by Addendum. All Proposals received after the specified time will not be considered and will be returned to the Proposer. Fax, e-mail, telegraph or telephone Proposals will not be accepted. A proposal may not be altered after the opening of the proposals. A late modification of the Proposal from the otherwise successful Proposer offering more favorable prices or terms to the College will be accepted. Upon receipt of proposals, an evaluation committee will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
18. **ACCURACY OF PROPOSAL INFORMATION:** Any Proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by



the College.

20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The Proposer shall be liable for any damages or loss to the Board occasioned by negligence of the Proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.
21. **DRUG FREE WORKPLACE:** Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
22. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation. GCSC reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving one hundred eighty (180) days written notice to the other party.
23. **PUBLIC ENTITY CRIMES:** 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 or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *Chapter 287, Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

NOTE: By signing the proposal, the vendor attests they have not been placed on the convicted vendor list.

24. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College, and to award portion(s) of this RFP. The College reserves the right to negotiate, and enter into a satisfactory contract with the overall top ranked firm or solicit best and final offers. The College 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 the College's opinion, is not in a position to perform properly under this award. The College reserves the right to

inspect all facilities of proposer's in order to make a determination as to the foregoing.

25. **FAMILIARITY WITH LAWS:** All Proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
26. **EQUAL OPPORTUNITY:** The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The proposer agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
27. **INDEMNIFICATION:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in *Chapter 768.28, Florida Statutes*.

The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

28. **LOBBYING:** Firm or Contractor 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 branch or the judicial branch of state government or federal government.

29. **COLLUSION/DISCLOSURE:** By submitting a proposal, each Proposer acknowledges and agrees to the following statement:

*I, (name of Proposer), certify that my proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same work in this Request for Proposal, and that my firm's proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.*

Proposer also acknowledges and agrees to the following statement:

*No member of my firm's ownership, management or staff has a vested financial interest in any aspect or department of the College.*

Any Proposer who cannot agree with these statements should not submit a proposal.

30. **STATEMENT OF REVIEW:** As per State of Florida requirements, purchasing agreements and state term contracts for this commodity or service have been reviewed.”
31. **SUBCONTRACTING:** The name and firm of any subcontractor contemplated for use must be included as part of Proposer’s proposal.
32. **DISPUTES & PROTESTS:** Any actual or prospective Proposer who is allegedly aggrieved in connection with the issuance of this RFP or pending award of contract, may protest to Gulf Coast State College, Attn: Tonia E. Lawson, Procurement Executive Director Procurement, 5230 West US Highway 98, Panama City, Florida 32401-1058. The protest must be filed in accordance with *Chapter 120, Florida Statutes*. Failure to file a protest within the time prescribed in *Section 120.57(3), Florida Statutes*, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under *Chapter 120, Florida Statutes*.
33. **CONTRACT TERM:** The College anticipates **a contract term of three (3) years with the option to renew for three (3) additional one (1) year terms upon written consent of the College and the selected Proposer.** The laws of Florida shall govern any contract entered into by the College and awarded Proposer.
34. **CONE OF SILENCE:** Any Contractor/Vendor or lobbyist for a Contractor/Vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any College Employee, Trustee Board Member, or College President, after the Procurement Office release the solicitation to the general public. This “Cone of Silence” shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the College. All communications regarding this solicitation shall be directed to the Procurement Executive Director. Any Contractor/Vendor or lobbyist who violates this provision may cause their proposal to be considered non-responsive and therefore be ineligible for award.

35. **SUMMARIZED SCHEDULE OF RFP EVENTS:** The College will attempt to adhere to the following schedule of events:

Date/Time	Activity
March 16, 2018	Release / Posting of RFP
April 13, 2018 @ 2:00 PM CT	<p><b>Deadline for Written Questions / Requests for Information</b>  Proposers will have an opportunity to pose questions about this RFP and the selection process. Questions must be submitted in writing via email to GCSC's Procurement Director, Tonia E. Lawson at <a href="mailto:tlawson@gulfcoast.edu">tlawson@gulfcoast.edu</a>. The Q&amp;A period will last from 3/26/18 to 4/13/2018, following which the College will create a list of questions and answers developed during the Q&amp;A period and disseminate the list to all registered and qualified companies. The Q&amp;A will also be posted to the College's Procurement website.</p> <p>No questions, verbal or written, will be accepted after the Q&amp;A period ends.</p>
April 17, 2018 @ 4:00 PM CT	Release of Official Response to Questions via Addendum <a href="https://www.gulfcoast.edu/administration-departments/procurement/solicitations-awards/index.html">https://www.gulfcoast.edu/administration-departments/procurement/solicitations-awards/index.html</a>
March 28-April 13, 2018	Optional Site Visit at the Commodore Café Contact Tonia E. Lawson via <a href="mailto:tlawson@gulfcoast.edu">tlawson@gulfcoast.edu</a> to schedule visit.
April 24, 2018 @ 2:00 PM CT	RFP Due / Opening - Purchasing Conference Room
April 30 – May 4, 2018	Evaluation Committee Meeting(s) – time & location TBD
May 7, 2018	Top three (3) finalist will be notified <b>if</b> presentations are required
May 4, 2018	Notice of Recommendation of Intent to Award (if presentations <b>are not</b> required)
May 7-11, 2018	Presentations from top three (3) finalist ( <b>if required</b> )
May 14, 2018	Notice of Recommendation of Intent to Award (if presentations occur)
May or June 2018	Award Recommendation Submitted to School Board for Approval

*All times stated are Central Time (CT). Dates are subject to change as needed.*

**NOTE: GCSC will be closed March 19-23, 2018 for Spring Break.**

## ***Proposal Specifications***

1. **PROJECT OVERVIEW**: This RFP solicits proposals for providing campus-wide food service dining for the Gulf Coast State College Panama City Campus. This RFP is solely for contractual services to provide food service dining for students, athletes on meal plans, and faculty/staff. Also, opportunities to cater campus-wide employee events as needed. The College reserves the right to contract with any caterer they choose. The food service dining contract **will not** include vending services, athletic concessions or exclusive pouring rights. GCSC currently has an exclusive pouring rights contract with Coca-Cola until December 30, 2019. The awarded Contractor will adhere to the exclusive pouring rights until expiration date.

The College will be responsible for the building maintenance and repairs, provide majority of the equipment, cover expenses for electrical, gas, water, pest control services and trash disposal. Contractor will be responsible for labor and food cost.

2. **OPTIONAL SITE VISIT**: While site visits for this RFP are not required, the facility will be available for tours beginning March 28, 2018 from 1:00 PM to 4:00 PM. Contact Tonia E. Lawson at [tlawson@gulfcoast.edu](mailto:tlawson@gulfcoast.edu) to schedule a site visit.
3. **HOURS OF OPERATION**: Hours of operation as determined in the resulting contract are subject to mutual agreement and may subsequently be amended by letter agreement between the Contractor and the Executive Director of Procurement & Auxiliary Services, or designee, as circumstances require.
  - Monday through Thursday from 7:00 AM to 2:00 PM
  - Fridays and evenings are optionally
  - Catering will be on an as requested basis
4. **REQUIREMENTS AND PREFERENCES**: Please respond to each of the questions/requirements below (both those labeled as required and preferred). Additional information may be provided as attachments. Each response must be labeled with the corresponding question/requirement number.

Questions	Menus & Pricing	Required or Preferred
1.	Provide menu and initial prices for stationary food service. - Speak to top selling/Signature items	Required
2.	Discuss offerings of healthy menu choices.	Required
3.	How will nutritional information be displayed?	Required
4.	Speak to how you might handle dietary restrictions. Examples include allergies to gluten, nuts, etc.....	Required
5.	Speak to variety and flexibility in your menu. Examples include specials and ability to custom order. Do you have any set up to design your own meal in a Subway or Chipotle style set-up?	Preferred
6.	What kind of Grab and Go choices do you offer?	Preferred
7.	Speak to any discount program you offer. For example, punch cards for free items, daily specials, discounts, meal plans, etc...	Preferred
8.	Do you have a catering menu? Speak to your ability to handle special events, ethnic menus and themed meals.	Required
	<b>Service &amp; Campus Relations</b>	
9.	Speak to how you handle high volume at peak times. Examples include, express checkout, number of registers, staffing, self check out, online ordering.	Required
10.	How do you handle marketing and campus outreach?	Required
11.	How do you handle accessibility issues for disabled customers? Examples include menus for the visually impaired.	Required
12.	Speak to how you handle conservation, recycling and sustainability.	Required
13.	Discuss any potential problems or special challenges with food service for higher education campuses and how you approached these issues? Any examples from a campus environment similar to Gulf Coast State College?	Preferred
	<b>Remuneration to the College</b>	
14.	Present details on Remunerations to the Gulf Coast State College. Examples include a % of sales or rental agreement.	Required
	<b>Supplier Request</b>	
15.	Detail any equipment required based on your proposal. Provide specifications, including expect cost.	Required
16.	Speak to utilities, custodial service and other considerations you may have.	Required

## Student Enrollment

<b>Academic Year 2017-2018</b>	<b>Full Time Students</b>	<b>Part Time Students</b>
Fall Term 201708	1,892	4,987
Spring Term 201801	1,696	4,885
Summer Term 201705	167	3,828
Employees Fall	377	434

## Café Sales Numbers

Average food service dining sales for the last five (5) years has been \$246,000.

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## ***Evaluation Process***

- A. The College will appoint an Evaluation Committee (“Evaluation Committee”) which will consist of College employees and students. It is anticipated the Evaluation Committee will consist of five (5) members. The College shall be the sole judge of its own best interests, the proposals, and the approval of the resulting contract. The College’s decisions will be final.
- B. The Evaluation Committee will review all proposals received and accepted, and evaluate each proposal based on the evaluation criteria provided below. The Evaluation Committee may select three (3) companies deemed to be the most highly qualified to perform the required services unless less than three proposals are received, in which case the Evaluation Committee will rank order as many companies as applied. The Evaluation committee may require the three (3) finalist to present their qualifications if deemed necessary. If a finalist is located out of state, permission may be given for the firm to present their qualification by video conference. The College will then begin negotiating with the highest ranking firm.
- C. Should the College be unable to negotiate a satisfactory contract with the firm deemed to be the most highly qualified, at a price the College determines to be fair, competitive and reasonable negotiations with that firm will be formally terminated, and the College will undertake negotiations with the second most highly qualified firm. If the College is unable to reach an agreement with the second firm, the College will undertake negotiations with the third most highly qualified firm. Should the College be unable to negotiate a satisfactory contract with any of the selected companies, additional firms will be selected in accordance with law. The College reserves the right to determine not to proceed with the project.
- D. Once negotiations are complete, the selected firm and the College will execute a contract for the required work.

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## ***Evaluation Scoring***

The evaluation criteria below correspond with the criteria provided in the Proposal Specifications above. Allotted points will be based on how well a Proposer addresses the criteria in the Proposal Specifications.

Menu / Flexibility	25 points
Price & Quality	25 points
Service – High volumes, outreach, etc...	10 points
History including experience, references, and past performance	10 points
Conservation, recycling & sustainability	10 points
Remuneration	10 points
Responsiveness to RFP	10 points
<b>Total Points:</b>	<b>100</b>

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### Proposer Registration Form

Anyone interested in doing business with Gulf Coast State College is required to complete the Proposer Registration Form. The completed form does not guarantee an opportunity to submit a proposal, but does help the College in evaluating your business for future opportunities.

Business Name:		
Mailing Address (Street/P.O. box):		
City:	State:	County:
	Zip Code:	
Contact Person:	Title:	
Telephone #:	Fax #:	
Email Address:		
Is your firm certified by the State of Florida's Office of Supplier Diversity as a Minority/Woman owned business? If Yes, identify certification: _____ Yes                  No		
Please forward a current catalog or provide a website address if catalog is available online. Website Address:		
Type of business/service offered:		
Please return the completed Proposer Registration Form to:  Gulf Coast State College Attn: Tonia E. Lawson, Executive Director of Procurement & Auxiliary Services 5230 West US Highway 98 Panama City, FL 32401-1058  OR -  Fax to: 850.767.8043		

### Statement of No Proposal

If your firm does not intend to respond to this RFP, please complete and return this form prior to the date shown for receipt of Proposals to: Gulf Coast State College, Attn: Tonia E. Lawson, Executive Director of Procurement & Auxiliary Services, 5230 West US Highway 98, Panama City, Florida 32401-1058.

The undersigned declines to submit a proposal on the above referenced Invitation to Proposal for the following reason(s):

- Specifications are too "restrictive." (Please explain below)
- Unable to meet specifications
- Specifications were unclear. (Please explain below)
- Insufficient time to respond
- We do not offer this type of product or equivalent
- Our production schedule would not permit us to perform
- Other (please explain below)

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_____	_____
Firm	Title
_____	_____
Signature	Telephone
_____	_____
Printed Name	Fax
_____	_____
Address	City State Zip

**Proposal Certification**

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

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This firm is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

Name(s) and Title(s) \_\_\_\_\_

Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

**Proposer's Qualification Statement**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions and information provided hereinafter.

Submitted to: Gulf Coast State College  
Executive Director of Procurement & Auxiliary Services

Submitted by: Name: \_\_\_\_\_ ( ) Corporation

Address: \_\_\_\_\_ ( ) Partnership

Principal Office: \_\_\_\_\_ ( ) Individual

(Note: Attach separate sheets as required.) ( ) Joint Venture

1. How many years has your organization provided the requested services? \_\_\_\_\_

2. How many years under the present business name? \_\_\_\_\_

If applicable:

Former business name: \_\_\_\_\_ # Years: \_\_\_\_\_

3. Corporations, answer the following:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Regional Manager: \_\_\_\_\_

District Manager: \_\_\_\_\_

4. Partnerships, answer the following:

Date of organization: \_\_\_\_\_

Type of partnership: \_\_\_\_\_

Names and addresses of partners (if applicable):

1). \_\_\_\_\_

2). \_\_\_\_\_

3). \_\_\_\_\_

5. If other than a corporation or partnership, describe organization and name principals: \_\_\_\_\_

1). \_\_\_\_\_

2). \_\_\_\_\_

3). \_\_\_\_\_

6. Have you ever failed to complete any contract awarded to you? If so, indicate when, where, why, and name/telephone number of persons we may talk to about this: \_\_\_\_\_

1). \_\_\_\_\_

2). \_\_\_\_\_

3). \_\_\_\_\_

7. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state circumstances: \_\_\_\_\_

9. Worker's Compensation insurance policy number: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Policy amount: \$ \_\_\_\_\_

10. Comprehensive General Liability policy number: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Policy amount: \$ \_\_\_\_\_  
(\$500,000 combined single limit minimum)

The District Board of Trustees of Gulf Coast State College will be named as an additional insured for General Liability coverage if our firm is awarded the RFP?

(A "No" answer will disqualify your bid.)

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Name(s) and telephone number(s) of person(s) designated as liaison with the College in administering the contract in the event of bid award (attach sheet if necessary):

\_\_\_\_\_

Date: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

NOTARIZATION

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Personally known \_\_\_\_\_

\_\_\_\_\_

Notary Signature

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public State of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

(Printed, typed or stamped Commissioned name of Notary Public)

## Drug Free Workplace

The undersigned Proposer in accordance with *Chapter 287.087, Florida Statute* hereby certifies that does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of *Chapter 893, Florida Statutes*, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section

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

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Proposers's Signature

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Date



**PUBLIC ENTITY CRIMES STATEMENT:**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
 by \_\_\_\_\_  
(print individual's name and title)  
 for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
 whose business address is \_\_\_\_\_  
 \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (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 crimes, 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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 management of the entity, nor any affiliate of the entity has been charged with an 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.

\_\_\_\_\_ 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.**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**  
My commission expires:

\_\_\_\_\_  
**Notary Stamp**