

<p>SUBMIT PROPOSALS TO:</p> <p>Pasco-Hernando State College 10230 Ridge Road New Port Richey, Florida 34654</p> <p>Attn: Purchasing Department Room E-111</p>	<p>Request for Proposals</p> <p>PHSC</p> <p>PASCO-HERNANDO STATE COLLEGE</p>
<p>Contact: Christy Aulicino, Procurement and Contracts Administration Manager Phone: (727) 816-3443 Fax: (727) 816-3315 E-mail: proposals-bids@phsc.edu</p>	<p>RFP No.: 20-01 RFP Title: Coffee Shop at the Porter Campus at Wiregrass Ranch Issue Date: October 25, 2019</p>
<p>College Purchasing Website: https://financial-services.phsc.edu/purchasing</p> <p>College Calendar: http://phsc.smartcatalogiq.com/en/2019-2020/Catalog-and-Student-Handbook/College-Calendar</p> <p>College Maps/directions: https://phsc.edu/about/campuses</p>	
<p>The intent of this Request for Proposal (RFP) is to select one company to manage, supply and operate the Coffee Shop at the Porter Campus at Wiregrass Ranch for Pasco-Hernando State College (College).</p> <p>Site Visit: A tour of the Coffee Shop will begin at 10:00 a.m. on November 1, 2019 in the at the Porter Campus at Wiregrass Ranch at 2727 Mansfield Blvd, Room A413, Wesley Chapel, FL, 33543.</p>	
<p>RFP Due Date and Time: November 13, 2019 at 2:00 p.m.</p>	<p>RFP Opening and Recording: November 13, 2019 at 2:30 p.m.</p>

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Introduction

The intent of this Request for Proposal (RFP) is to select one Company to manage, supply and operate the Coffee Shop at Pasco-Hernando Stat College's Porter Campus at Wiregrass Ranch ("College") and to provide as needed catering services (non-exclusive).

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

Vending services is provided through a separate contract and not part of this Request for Proposal.

Subcontracting, with prior notice and the College's approval, is permitted and interested companies are encouraged to submit consolidated proposal responses.

It is important to note that this is not a request for lump sum bid/pricing. The College reserves the specific right to award this contract based on non-economic factors if, in the opinion of the Evaluation Team, it is in The College's best interest. The College intends to use this process to initiate a "fresh perspective" of the coffee shop.

The overall scope of work presented herein has been purposefully left open. The College wishes to establish and sustain a mutually beneficial working relationship with a company that can clearly demonstrate its understanding of the space, location and campus community and effect creative and innovative ways to achieve an operationally and financially successful coffee shop program.

The College administrators believe that a high quality, vibrant, exciting foodservice program is one of several critical factors that can contribute to the overall success of its academic mission. The College administrators believe that they can achieve that success by structuring a partnership alliance with a company that has comparable management depth and experience. The College, within this RFP, is open to receiving proposal responses that will maintain the coffee shop with strong leadership, innovative marketing/promotion efforts and attractive food presentations, with high customer satisfaction. It is understood that a successful partnership must be carefully constructed on a foundation that assumes and fosters intent to achieve a win-win relationship each contract year.

In the spirit of promoting the voluntary participation of minority and women owned and local and developing business enterprises, the College is open to franchisee or subcontract arrangements (with prior College knowledge and approval) for such services such as coffee/espresso carts/kiosks as part of the Coffee Shop or in other mutually agreed-upon locations.

The College is clearly aware that sales volumes at its Campus will be largely driven by class schedules and holiday/academic break periods. Proposers are encouraged to develop one or more operating scenarios that will permit both parties to realize their respective operational and financial objectives. Toward those objectives, the Proposers are encouraged to consider the unique demographic, educational and geographical aspect of the Campus relative to the menu and service concepts proposed.

This RFP is a reflection of the College's intent to create and sustain a successful relationship. Toward that end, the College is open to having proposers establish their own minimum and quality operational performance and quality assurance standards as well as operating hours that coincide with Campus operating hours, menus, portions, and prices.

Finally, innovative and reasonable proposals are not only encouraged, they are welcomed.

The contract period will be a three (3) year term subject to three (3) additional one (1) year terms, upon mutual agreement.

Sealed proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. The entire response, including responses on forms specified by the College must be fully executed and organized according to the specific tab and sequence order dictated in this document. Please submit seven (7) bound hard copies of the proposal with original signatures and one (1) electronic copy. The electronic copy should be saved to a flash drive and consist of a single Portable Document Format (PDF) file and indexed in the same tab sequence as the original version. All proposal materials and copies must be submitted in one sealed envelope, package, or container. The package containing the proposal submission must be addressed as follows:

RFP 20-01, Coffee Shop at the Porter Campus at Wiregrass Ranch
Attn: Christy Aulicino, Procurement and Contracts Administration Manager
Pasco-Hernando State College
10230 Ridge Road, E111
New Port Richey, Florida 34654

The proposal must be received and physically located in the Purchasing Department no later than 2:00 p.m. on November 13, 2013. Any proposals that arrive in the Purchasing Department after this time will be disqualified. All proposals that were received before the deadline will be opened and recorded at 2:30 p.m. on November 13, 2013, but will not be immediately evaluated. An internal Proposal Evaluation Committee (Committee) will review the proposals at a later date. Rankings from their initial evaluation, based on point scores for the required categories in this document will be posted on the College's Purchasing Website.

In order to ensure uniformity, offers must be submitted on the RFP tender forms (available on the College's Purchasing Website) or exact photo copies. Offers not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All proposing firms shall carefully examine the RFP documents. All questions concerning the intent, meaning, or interpretations of the RFP documents shall be emailed to purchasing@phsc.edu, using the following subject line: **RFP 20-01 Coffee Shop at the Porter Campus at Wiregrass Ranch Question.** Questions must be **received by the College by 2:00 p.m. on November 6, 2019.** Failure to do so on the part of the proposing firm will constitute an acceptance of any subsequent College decisions. The College will provide answers to the questions in the form of written Addendum that will be posted on the College's Purchasing Website. **It is the responsibility of each proposer to regularly check the website for these Addenda.** The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFP. **Submittal forms are available electronically on the College's Purchasing Website.**

General Conditions, Instructions, and Information for Proposers

1. Definitions:

- A. **Contractor/Vendor:** A company or person which is awarded the RFP/contract.
- B. **DBoT:** The District Board of Trustees of Pasco-Hernando State College, Florida
- C. **Proposal Evaluation Committee:** Comprised of College staff. Established to review and score the submittals in accordance with the criteria, and make a recommendation for award. The Procurement and Contracts Administration Manager serves as the nonvoting chairman.
- D. **PHSC:** Pasco-Hernando State College.
- E. **Proposal:** An offer in response to an RFP.
- F. **Proposer:** A company or person which submits a proposal.
- G. **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and contractual terms and conditions.

2. **Contact:** Any questions concerning this RFP must be directed to the Procurement and Contracts Administration Manager as indicated above. All prospective Proposers are hereby prohibited from contacting (either directly or indirectly) any member of the DBoT or Pasco-Hernando State College staff member other than the noted contact person regarding this RFP or their proposal prior to posting of a recommendation of award. Any such contact shall be cause for disqualification.

3. **Conflict of Interest:** All Proposers must disclose with the proposal the name of any officer, director, or agent who is also an employee or member of the DBoT. All Proposers must disclose the name of any College employee or member of the DBoT who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm.

4. **Public Entity Crimes:** Award will not be made to any person or affiliate identified on the State of Florida Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes (F.S.) for Category Three (currently \$65,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, the Proposer attests that they have not been placed on the "Convicted Vendor List".

5. **No Proposal:** If not submitting a proposal, respond by returning only the Statement of No Proposal Submittal and give the reason in the space provided. Failure to submit either a proposal or a Statement of No Proposal Submittal shall be cause for removal of the non-proposing firm from the mailing list.
6. **Qualifications of Proposers:** All Proposers will be evaluated as to organization, ability to perform, financial condition and experience. The College reserves the right to reject any Proposer where such evaluation does not satisfy the College or for any reason it deems appropriate at its discretion.
7. **Proposer Registration:** Proposers who obtain RFP documents from other sources or directly from the website must officially register with the College's Procurement and Contracts Administration Manager in order to be placed on the mailing list for any forthcoming official communications. The College shall not be responsible for providing Addenda, amendments or other official communications to a non-registered firm. Failure to register as a prospective proposing firm may cause your proposal to be rejected as non-responsive. Firms receiving notice of this RFP and related documents directly from The College will be deemed registered.
8. **Proposal Preparation Costs:** Neither the College or its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.
9. **Affirmation:** By submission of a proposal, the Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of this RFP and the resulting contract.
10. **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.
11. **Addendum/Amendment:** Should any revisions, clarifications or supplemental instructions be required, the College will issue written addenda/amendments and post them on The College's website at the previously noted Purchasing Department URL. **All proposing firms should regularly check the website prior to the submission date for proposals to ascertain whether any Addenda/amendments have been issued. Failure on the part of the Proposer to view and understand the information provided will not be considered a valid basis for an appeal of any decisions made by the College relative to this RFP.**
12. **Prices, Terms and Payment:** Firm prices shall be proposed and include all conditions.
 - A. **Taxes:** The College does not pay sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.

B. Mistakes: The Proposers are expected to examine the specifications, proposal rates, and all instructions pertaining to services. Failure to do so will be at the Proposer's risk.

C. Clarification/Correction of Proposal Entry: The College reserves the right to ask for and allow for the clarification of submitted responses and for the correction of obvious mistakes.

- 13. Joint Ventures:** Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFP.
- 14. Proposal Submission:** The College will receive proposals at the address specified on the front page of the RFP. The outside of the sealed envelope/container must be identified as follows:
- The Proposer's name
 - Return address
 - RFP number and title
 - Due date and time
- 15. Due Date/Time:** The Proposer may submit the proposal in person or by mail/courier service. The College cautions proposing firms to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling The College's Procurement and Contracts Administration Manager.
- 16. Late Submittals:** The deadline date and time will be strictly observed. **Proposals received after the specified date and time will be disqualified and shall be returned unopened.** The College will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing Department shall serve as the official authority to determine lateness of any proposals. Receipt of the proposal in the Purchasing Department after the date and time specified due to failure by the proposing firm to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. All required information/documents must be included in the timely proposal. Information/documents received separately after the due date/time will not be accepted or considered.
- 17. Delays:** The College, in 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 the Proposers of all changes in scheduled due dates by written addendum.
- 18. Proposal Withdrawal:** The Proposers may withdraw their proposals by notifying the College in writing at any time *prior* to the time set for the proposal deadline. The Proposers may withdraw their proposals in person or through an authorized representative. The 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.

19. **Additional Information:** 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 Proposal Evaluation Committee, unless specifically requested by the College.
20. **RFP's Opened and Recorded:** Proposals shall be received in the Purchasing Department at the address indicated on the cover page, under the heading "SUBMIT PROPOSALS TO:", prior to the specified date and time. A list of Proposers will be posted on the College's Purchasing Website. Proposal tabulations ARE NOT provided by telephone.
21. **Public Records:** Upon recommendation of award or thirty (30) calendar days after opening, whichever occurs first, proposals become "public record" and shall be subject to public disclosure consistent with Chapter 119, F.S. It is the responsibility of the Proposer to invoke any exemptions to disclosure provided by law in the response to the RFP. To invoke such an exemption, the Proposer must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary, and provide the legal basis for such protections. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure.
22. **Acceptance/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.

The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award 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 the Proposers in order to make a determination as to the foregoing.

23. **Award:** The District Board of Trustees will make the award in the best interest of the College. The DBoT reserves the right to award to that Proposer who will best serve the interests of the College. The DBoT reserves the right to reject any or all proposals, and to waive any technicalities in proposals received.

The Proposer understands that this RFP does not constitute an agreement or a 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 the College, and executed by the parties.

24. **Posting of Award:** Recommendation for award will be posted for review by interested parties on the College's website prior to submission through the appropriate approval process to the District Board of Trustees for final approval of award.
25. **Termination:** If the awarded contract is terminated or cancelled within the first year of the contract period, the College 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 the College.

- 26. Catering for College Events:** Contractor may be requested to cater College events. The Contractor does not have exclusive rights to cater College events. If the College wishes to use the Contractor for catering, the College and Contractor shall enter into a separate Agreement with specific details such as, e.g., menus, price-per-person, total price, permissible substitutions, if applicable, service and room/table set up requirements, special orders, cleanup, service-ware, linens, etc., Other work required outside the scope of the contract will be quoted under regular purchasing procedures.
- 27. 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 Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Chapter 1013 (K-20 Education Code – Educational Facilities). F.S., Sections 402.301 – 402.319, F.S., OSHA regulations, and all Civil Rights legislation.
- 28. EEO Statement:** The College is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, age, religion, marital status, gender identity, sexual orientation, ethnicity, pregnancy, disability, national origin or gender or any other factor or condition protected by law.
- 29. Tort Immunity:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Section 768.28, F.S. or any amendments thereto.
- 30. Governing Law/Venue:** The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this agreement shall be litigated in Pasco County of the State of Florida.
- 31. Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the items offered in the proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the College at once, indicating the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.
- 32. Legal Requirements:** Applicable provision of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposed response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 33. Disputes:** 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.

- 34. Protests:** Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
- 35. Indemnification:** The Proposer shall indemnify and hold harmless the College and their agents and employees from and against all claims, losses and expenses including attorney's fees, arising or resulting from the performance of the work, 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 there from, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, 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.

In any and all claims against the College or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts 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 Proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- 36. Assignment:** Any agreement issued pursuant to this RFP is not assignable unless all parties to the agreement approve of the assignment. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of the agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

Any Purchase Order issued pursuant to this RFP and the monies which may become due hereunder are not assignable except with the prior written approval of the College.

- 37. Liability:** The vendor shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of the contract.
- 38. Patents and Royalties:** The Proposer, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 39. Advertising:** In submitting a proposal, the Proposer agrees not to use the results thereof as a part of any commercial advertising.
- 40. News Releases:** The Proposer shall obtain the prior approval of the College for any news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

- 41. Franchises/Subcontractors:** All terms and conditions of the contract apply to franchisee as well as the franchisor. The College must be notified of franchisee agreements or subcontractors prior to acceptance of proposal. No portion of the work shall be subcontracted without prior written consent of the College. In the event that the Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish the College the names, qualifications and experience of their proposed subcontractors. The College reserves the right of approval or refusal of the subcontractor(s), and reserves the right of cancellation of the contract if in the best interest of the College. If the subcontractor(s) is/are approved by the College, the Proposer shall remain fully liable and responsible for the work to be done by subcontractors and shall assure compliance with all requirements of the contract.
- 42. Trade Secret Information:** The College will comply with Section 815.045, F.S. in regards to trade secret information. The Proposer is required to clearly identify each item of the proposal that they deem to be trade secrets as defined in Section 812.081, F.S., and as provided for in Section 815.04(3), F.S. This information will be expressly made confidential and exempt from the public records law. The Proposer will be responsible for all costs incurred in defending the claim of trade secrets, including Attorney's fees and shall indemnify the DBoT, its agents, officers and employees for any and all civil or criminal fines imposed pursuant to Chapter 119, F.S. The Proposer shall have no right to participate in the defense of such positions but may be invited to participate by the DBoT, at the Board's discretion.
- 43. Miscellaneous Contractual Provisions:** Any number of counterparts of the resulting agreement issued pursuant to this RFP may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. No change, modification, termination or attempted waiver of any of the provisions of the resulting agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.

All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.

If any party to the resulting agreement is a corporation or a partnership, then all such parties represent to all parties to the agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey and execute the resulting agreement and to otherwise comply with the terms and conditions of the resulting agreement.

The title and captions of paragraphs and subparagraphs contained in this RFP and the resulting agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.

All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.

Note: Any and all verbiage hereafter which varies from these proposal guidelines shall have precedence.

Clarification: No laws, rules, regulations or statutes, etc., will, may, or are intended to be superseded by any verbiage herein.

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General Information

1. **Pasco-Hernando State College Background:***

- A. The College was established in 1972.
- B. The College is a publicly supported, associate and bachelor degree granting institution serving Pasco and Hernando Counties.
- C. The College's Porter Campus at Wiregrass Ranch has a head count of 4,025 students.
- D. The College's Porter Campus at Wiregrass Ranch employs 111 faculty and staff.
- E. The College's campuses are non-residential.

2. **Minimum Requirements:** In order to be considered for selection, a proposer must fulfill the following minimum requirements:

- A. A minimum of two (2) years' experience providing services.
- B. Have a satisfactory record of past performance.
- C. Have the productive capacity in house to perform the scope of work.
- D. Have adequate financial resources and exhibit demonstrable fiscal and management capability.

* Statistics from the 2018-2019 the College Institutional Fact Book & The College's administrative databases.

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Contract Conditions

1. **Contract Terms:** The terms, specifications and conditions of this proposal, the Proposer's response and the resulting contract constitute the total agreement and no further conditions will be accepted. A sample of the contract is attached as Appendix I to this RFP.
2. **Time Period for Acceptance:** The Proposer warrants that the prices, terms and conditions quoted in the submittal will be firm for a period of one hundred twenty (120) days from the date of the proposal due date unless otherwise stated by the Proposer.
3. **Contract Documents:** The contract entered into by the parties shall consist of this Request for Proposal, the signed proposal submitted by the Proposer, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the contract documents.
4. **Licensing:** The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to the College representative. The Proposer will maintain all appropriate licenses and permits specified by Pasco and Hernando County, and any appropriate agency of the State of Florida. The Proposer shall provide copies of these licenses to the College with the submission of this RFP and update prior to the expiration of any licenses. The Proposer is required to notify the College during the life of the agreement if any required licenses have been suspended or not renewed. Failure to maintain the required licenses shall be cause for termination of the agreement.
5. **Supervision and Qualifications of Personnel:**
 - A. A fully qualified staff shall be on-board by January 5, 2020 and shall be maintained throughout the period of this contract.
 - B. The Proposer must assign a Contract Manager who is thoroughly experienced in all phases of the required services.
 - C. The Proposer shall notify the College in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. The College has the right to reject proposed changes in key personnel. The Proposer shall provide and maintain an organizational chart indicating personnel assignments.
 - D. The College reserves the right to approve all personnel assigned on this contract. Any changes during the contract period must be approved by the College before implementation. The College reserves the right to reject any candidate for any reason. the College shall have the right to have any assigned worker removed as deemed appropriate.
 - E. The Proposer shall provide the College's representative written lists of all employees assigned to work at the College within 5 working days of the contract start date. The Proposer shall be held responsible for the accuracy of the data required and shall update the list immediately should there be any changes.

- F. The Proposer shall employ only competent, skilled people to perform the work covered by this contract. It shall be the Proposer's responsibility to ensure that all personnel meet the physical and other appropriate standards needed to perform the work assigned. All personnel shall be physically able to do their assigned work; physically qualified for their assigned duties. Personnel shall be free from communicable diseases.
- G. The Proposer will verify to the College that personnel assigned to the College are citizens of the United States of America or an alien who is legally authorized to be employed in the state of Florida.
- H. All personnel must be able to communicate effectively in English.
- I. The Proposer will be required to certify to the College that **all** personnel working on the College contract shall have no criminal record/history for the past five (5) years. Any personnel having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Laws of Florida or any other State, within ten (10) years immediately preceding the date of his/her original employment application with the Proposer will be forbidden to be assigned by the Proposer to the College.

6. Attire:

- A. Proper work attire must be worn at all times by all personnel. Employees must be dressed in work attire when reporting for duty, as locker space is not available.
- B. Employees shall be required to dress neatly, commensurate with the tasks being performed.
- C. Footwear shall be closed toe – covering all exposed areas of the foot. Soles of footwear shall be non-slip and compatible with the performance of duties.
- D. At the discretion of the College's representative, employees may be sent home if not in proper dress.

7. Conduct:

- A. The Proposer shall require his/her employees to comply with any and all instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the College's representatives.
- B. All work shall be performed in a safe, workman-like manner. The safety of workers, students, faculty, staff, visitors, and property must be an important element of consideration when work is being performed. Appropriate safeguards, distance, and speeds shall be used or observed at all times.
- C. The Proposer shall maintain control of his/her employees while on College property.
- D. The Proposer's employees shall refrain from using vulgar/foul language while on College property.

- E. Should the College give notice to the Proposer that an employee has acted in an incompetent or disorderly manner, or failed to observe the College's instructions, or is in any way a detriment to the satisfactory performance of the work at hand, the employee shall be immediately removed from the work site and shall not be permitted to return.
- F. NO PARTICIPANT, VENDOR, SPONSOR REPRESENTATIVE OF THE COLLEGE EMPLOYEE SHALL USE, POSSESS OR BE UNDER THE INFLUENCE OF ILLEGAL DRUGS OR ALCOHOL, OR USE TOBACCO PRODUCTS, INCLUDING ELECTRONIC CIGARETTES, WHILE ENGAGED IN COLLEGE SPONSORED ACTIVITIES.
8. **Access to the College Premises:** The Proposer's employees shall not bring any family and/or friends (or allow them access to the College buildings or grounds) during the performance of their job duties unless such access is for the purposes of participating in the College programs or activities.
9. **Insurance Requirements:** See Appendix I, Sample Agreement attached.

The reminder of this page intentionally left blank.

Scope of Work

The Vendor, shall furnish, train, manage and direct all personnel required to efficiently accomplish said services. These personnel shall not at any time during the term of the contract be deemed to be employees of the College or any of its subsidiaries. The Vendor shall be responsible for the payment of all salaries, wages, benefits, payroll and other taxes, fees, workers' compensation insurance and other charges or insurance levied or required by any federal, state or local law or regulation relating to the employment of such employees. Certificates of insurance evidencing proper employee insurance coverage shall be supplied by the Vendor to the College at the initiation of this agreement, upon request by the College and annually thereafter. The Vendor's employees shall comply with the uniform requirements identified in this RFP and the rules and regulations at any time promulgated by the College for safe, orderly and efficient conduct of all activities being carried out while on the College's premises.

The College shall provide the Vendor with the use of appropriate designated space within the library building for the conduct of its services hereunder. Such use shall include necessary usage of a small sink, water (not chilled), electricity, and telephone line for credit card machine. The space provided by the College has certain limitations such as no cooking appliances. A reach-in cooler and microwave oven may be provided by the Vendor. The Vendor shall consult with the College regarding electrical needs relative to and prior to the installation of any allowed equipment. The Vendor is prohibited from installing and/or using appliances that contain any type of open heating element, e.g. toaster, toaster oven, hot plate, etc.

The Vendor shall provide the Coffee Shop with foods cooked at their off-site catering kitchen. The Vendor acknowledges and agrees there are limited facilities available, and therefore food preparation will be limited at the Porter Campus at Wiregrass Ranch site. The food shall be transported from the off-site catering kitchen to the College following food safety and health code standards and shall be available for purchase at the Coffee Shop.

The Vendor and the College shall meet prior to the beginning of each semester and determine the hours of operations. It is anticipated that the Coffee Shop will operate Monday through Friday, and possibly Saturday except when the College is closed for holidays and scheduled college breaks as posted on the College's website.

The College shall bear the cost, and be responsible for trash removal, the Vendor will supply its own garbage bags and will deposit garbage at a location provided for by the College on a daily basis.

The Vendor shall provide the College with a monthly statement by the 15th of each month. This statement shall reflect the gross sales for the prior month on the Coffee Shop operations. Monthly and/or quarterly meetings between the Vendor and the College may take place to mutually assess financial and operational status of this program.

The Vendor's expected payment terms can be found in the contract attached to this RFP.

Tentative Procurement Schedule

Date	Item, Location and Time
Friday October 25, 2019	RFP Released (distributed)
Friday November 1, 2019	Site Visit at the College's Porter Campus at 2727 Mansfield Blvd, Room A413, Wesley Chapel, FL, 33543 at 10:00 a.m.
Wednesday November 6, 2019	Deadline for questions. Submit questions by 2:00 p.m. following the guidelines provided in the Introduction Section of this RFP
November 8, 2019	Submitted questions will be answered when Addenda is published
Wednesday November 13, 2019	Written Proposals Due. Deliver to 102030 Ridge Road, E111, New Port Richey, FL 34654 by 2:00 p.m.
Monday November 18, 2019	Evaluation Committee Meeting to evaluate written proposals and Short-list at the College's Porter Campus at 2727 Mansfield Blvd, Room A413, Wesley Chapel, FL, 33543 at 9:00 a.m.
Tuesday November 19, 2019	Short-list posted to the College's Purchasing Website
Friday November 22, 2019	Oral Presentations and Final Evaluation Committee Meeting at the College's Porter Campus at 2727 Mansfield Blvd, Room A413, Wesley Chapel, FL, 33543 8:00 a.m. to 12:00 p.m.
Monday November 25, 2019	Recommended Rank Order posted to the College's Purchasing Website
December 15, 2019	Contract Term begins

The above schedule is subject to change. All changes will be posted on the College's Purchasing Website

The reminder of this page intentionally left blank.

Evaluation of Proposals

1. **Evaluation Method:** The College will appoint a Proposal Evaluation Committee (Committee) consisting of members of its staff to evaluate proposals, and to recommend award of a contract with the Proposer which meets the best interests of the College. **The Proposers, either directly or through a third party are prohibited from contacting any Committee members, other College employees, or members of the DBoT regarding this RFP at any time prior to the award of a contract pursuant to this selection process, other than as specifically provided in this RFP. Violation of this prohibition shall result in disqualification.** The Proposers who currently are engaged in other business with the College are advised to limit contact under that arrangement to the College contact previously assigned and must refrain from discussing this proposal selection process.

The Proposal Evaluation Committee may include the following:

- One representative from Auxiliary Services
- Four representatives from the Porter Campus at Wiregrass Ranch
- One representative from Purchasing (non-voting)

The College shall be the sole judge of the proposals, its own best interests, and approval of the resulting contract. The Committee will make a recommendation of their selection to the DBoT at their regularly scheduled meeting. The DBoT shall make the final award. That decision will be final.

2. **Non-Responsive Proposals:** Non-responsive proposals will be rejected by the Procurement and Contracts Administration Manager and will not be distributed to the Committee for consideration. Additionally, the Committee may determine that the required submittals/documentation is so inadequate as to be determined non-responsive. Non-responsive proposals may include, but are not limited to the following:

- Failure to follow the required format
- Failure to provide required submittals/documentation
- Submission of a late proposal
- The Proposer does not meet minimum qualifications/requirements

3. **Proposal Evaluation Committee Meeting (For Written Proposals):** A meeting of the Committee will occur on or about **November 18, 2019 at 9:00 a.m. at the College's Porter Campus at 2727 Mansfield Blvd, Room A413, Wesley Chapel, FL, 33543 at 9:00 a.m.** to review all of the submitted written proposals initially deemed to be responsive; to review, award point scores, and determine rank order.

Results will be posted on the College's Purchasing Website.

The committee reserves the right to, but is not obligated to, ask for and allow the Proposer to provide clarification, prior to final scores being determined.

4. **Short Listing:** The Proposal Evaluation Committee shall utilize an evaluation form to rate/evaluate each of the proposals.

Up to three (3) firms with the highest points from the initial screening will be short-listed and invited to make oral presentations.

The list of short-listed Proposers will be posted on the College's Purchasing Website.

5. **Notification of Short-Listing:** The short-listed proposers will be notified via an e-mail sent to those firms who have been short-listed, notifying them of the place and time of their oral presentation. Only those firms short-listed will be contacted directly by the College's Procurement and Contracts Administration Manager.

In the event that there are any specific questions/clarifications that the Proposal Evaluation Committee would like for all of the short-listed Proposers to address, they will be included in this notification.

6. **Oral Presentations:** Firms responding to this RFP must be available for oral presentations. The committee will rank order the short-listed firms based on points awarded from the oral presentations. Evaluations of written and oral presentations are independent of one another and points awarded from the initial screening will not be added to the points awarded from the oral presentations to determine the final ranking.

Results will be posted the next day on the College's Purchasing Website.

The schedule for these **Oral Presentations and the Final Evaluation Committee Meeting is November 22, 2019 beginning at 8:00 a.m. at the College's Porter Campus at 2727 Mansfield Blvd, Room A413, Wesley Chapel, FL, 33543 8:00 a.m. to 12:00 p.m.** Should there be any changes to the time or location, they will be posted on the College's Purchasing Website.

The oral interview shall be limited to forty-five (45) minutes. Thirty (30) minutes shall be allotted to the presentation with a fifteen (15) minute open floor to answer any questions from both parties.

It is mandated that your contract manager and site supervisor(s) (or other key employees who will be assigned to this project) be present.

Handouts and/or "leave behinds" are permitted.

The College will not provide computer or A/V equipment. The Proposers should bring their own equipment to use for PowerPoint (or other) presentations. The College will provide a projection screen and extension cord.

7. **Identical or Tie Scores:** In the event two (2) or more Proposers are deemed equal in their rank score awarded by the Committee during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

- A. Vendor's place of business is within Pasco or Hernando Counties.

- B. Vendor's place of business is within the State of Florida.

- C. Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation.

D. Additional criteria identified in the RFP which criteria are objective and verifiable through documentation.

8. Evaluation of Written Proposals

Criteria for Evaluating Written Proposals	Weight
Scope of Service - Reference Tab # II	Up to 30 points
Adequacy of Staffing and Supervision - Reference Tab # III	Up to 30 points
Related Experience and References - Reference Tab # IV	Up to 30 points
Disputes, Litigation and Defaults - Reference Tab # V	Up to 10 points
Total	100 points

9. Evaluation of Oral Presentations:

Criteria for Evaluating Oral Presentation	Weight
Scope of Service - The Proposer should describe how they will manage the project per the scope of services as described in the Scope of Work section including the Proposers ability to maintain cleanliness.	Up to 40 points
Staffing Interviews - The Proposer should briefly describe and review qualifications and experience. Include discussion on current and future workload. Discuss qualifications of site supervisors directly responsible for this contract. Discuss employee turnover rate and retention program. The proposed staff shall be present at the time of the interview to address the above items.	Up to 30 points
Knowledge of the College Site Conditions – The Proposer will discuss understanding of the work in the site provided and their capacity to provide the services.	Up to 30 points
TOTAL	100 points

The remainder of this page intentionally left blank.

Instructions for Preparing Proposals

1. **Forms:** For ease in preparation of your proposal, all required forms are available in electronic format (Microsoft Word or Excel) on the College's Purchasing Website.

2. **Proposal Format – Initial written proposal screening criteria (100 points):**

A. For ease of evaluation the proposal must:

- I. be bound (3 ring binder or the Proposer's choice of binding)
- II. be submitted on 8½" x 11" paper
- III. have headings and sections numbered as indicated below.
- IV. have sections separated using divider tabs for easy reference.
- V. be typed, not handwritten.

B. Number of Copies: The Proposers shall submit eight (8) **COMPLETE SETS (seven (7) original signed hard copies and one (1) electronic copy)** of the proposal, complete with all supporting documentation in a sealed package as specified in the Introduction section of this RFP. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Committee.

C. Financial Information: Submit with the proposal response in a separate sealed envelope marked "Confidential", one (1) copy of the Proposer's audited financial statements for the previous three (3) calendar/fiscal years. The College's Assistant Vice President of Administration and Finance will review to determine eligibility in the RFP process. Determination will be made on a "qualified/not qualified" basis at the sole opinion of the College. Points will not be awarded. Those Proposers who are determined to be not qualified will be eliminated from further consideration. These statements and reports should be from the Proposer's corporate entity, not its parent Corporation. **(Financial Statements are exempt from becoming public record in accordance with Section 119.07(2), F.S.)**

D. Proposal Format: The proposal should be divided by tabs into the sections identified below with references to parts of this RFP completed on a section-by-section basis. The sections shall be numbered and named:

- I. Minimum Requirements
- II. Scope of Services (0 - 30 points)
- III. Adequacy of Staffing and Supervision (0 - 30 points)
- IV. Related experience and references (0 - 30 points)
- V. Disputes, litigation and defaults (0 - 10 points)

The Proposer may provide additional relevant information in separate tab(s) at the end of the proposal.

I. **Tab 1. Minimum Requirements:** The Proposers shall include the following information/submittals:

- a. Proposal Submission Form (Form 1)
- b. Letter of Intent (not to exceed two pages) to include:
 - Summation of the Proposer's understanding of the Scope of Work
 - Expression/understanding of the need to make a positive commitment to provide the required services during the contract term
 - Signature and title of an official authorized to make such commitments and enter into a contract with the College.
- c. The Proposer Information Form (Form 2)
- d. W-9 Form (available on the Internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- e. Drug-Free Workplace Form (Form 3)
- f. Minimum Qualifications Form (Form 4)
- g. Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation Form (Form 5)
- h. Corporate Information: If The Proposer is a corporation, provide a copy of the certification from the State of Florida (or other state) Secretary of State verifying The Proposer'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.
- i. Subsidiaries: Name any subsidiary or affiliation companies in which principals have financial interest, only as it relates to the performance of this contract. Explain in detail the principals' interest in this company and nature of business.
- j. History of Firm: Indicate firm history (chronologically).
- k. Proof of insurance and licenses. The Proposer shall possess all necessary insurance, licenses and permits to perform services as outlined in the contract documents.
- l. Equal Employment Opportunity Statement (Form 6)
- m. Conflict of Interest Statement (Form 7)
- n. Statement on Public Entity Crimes (Form 8)
- o. Dispute Disclosure Form (Form 9)

II. Tab 2. Scope of Services (0 - 30 points):

- a. Convey your depth of understanding of the work.
- b. Clarify your firm's capacity to provide the services successfully.
- c. Include quality assurance procedures to be utilized.
- d. Convey your understanding and define your firm's plan for cleaning the facility to ensure compliance in meeting/exceeding health regulations.

III. Tab 3. Adequacy of Staffing and Supervision (0-30 points):

- a. Describe the typical organizational structure to be used to staff a facility and the responsibilities of each staff member;
- b. Provide a brief résumé (no more than 1 page each) of proposed Contract Manager, Site Supervisor and other key positions. Include the following:
 - Years of experience in this type of role/assignment with current firm and with other firms;
 - Years overall experience with current firm and with other firms doing similar work;
 - Education (degree(s), specialization, certificates);

- c. Provide an organizational chart. Include an organizational chart showing the personnel assigned to the College and detailing the position/titles to support the College. Indicate which positions are full-time or part-time. Include an organization chart showing corporate support (if applicable).

IV. Tab 4. Related Experience and References (0-30 points):

- a. Current Clients: List all clients currently under contract. (complete and submit Current/Previous Clients Reference Form 10). Minimum of three (3) references required
- b. Related Experience: Include information regarding previous or current experience with commercial contracts of similar size and/or dollar value.
- c. References: Include reference letters from the client on each of the three most closely related agencies or businesses. If the business is a franchise, references are to be specific to the Proposer. Be sure to provide the following information:
 - Company name
 - Address
 - Contact
 - E-mail address (Required – References submitted without E-mail addresses will be disregarded)
 - Phone number
 - Toll-free number
 - Fax number
- d. Do not include as a reference:
 - References which are located in foreign countries
 - The College DBoT members or staff members (Contact with DBoT members or staff members will disqualify the Proposer)
- e. You may provide supplementary letters of reference.

V. Tab 5. Disputes, Litigation and Defaults (0 - 10 points)

- a. Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five (5) years (complete and submit Disputes Disclosure Form 11). The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. Disclosure can be limited to:
 - Cases which are related to the services that Proposer provides in the regular course of business
 - The regional/district office that will be supporting this contract.
- b. Pending Litigation: Include any information regarding your firm being involved in any potential or pending litigation.
- c. Potential Disputes: List any pending or forthcoming disputes that are known.
- d. Sanctions: List any regulatory or license agency sanctions.
- e. Lost Accounts/Clients: 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.

- f. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the Proposer 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.
- g. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the low proposal or been refused pre-qualification. Explain in detail.

Failure to comply with all of the above instructions may disqualify the Proposer.

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Proposal Submission – Form 1

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

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

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

Proposer: _____

Signature: _____

Title: _____

Proposing as: _____ Corporation _____ Individual _____ Other (explain below):

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax: _____

E-Mail: _____ Website: _____

Proposer Information – Form 2

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

Proposer Name:		Formerly:	
Mailing Address:			
City, State, Zip:			
Street Address:			
City, State, Zip:			
Contact Person:		Title:	
E-mail Address:		Website Home Page:	
Type of Business: (Check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Sole-Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture		Incorporated in the State of:	
		Date: _____ # of Years: _____	
		Proposer is a M/WBE/SDVBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Federal Employer Identification Number: _____ - _____	
		SSN (if Sole-Proprietorship or Partnership): _____ - _____ - _____ Only required if FEIN is not provided	
		Telephone Number:	
		Toll Free Telephone Number:	
Fax Number:			

Drug Free Workplace – Form 3

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

The undersigned proposer in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

Minimum Qualifications – Form 4

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

Proposer shall have the following minimum experience. Complete the following items and submit with your proposal:

1. A minimum of two (2) years providing services.

On what date did your company incorporate in the State of Florida?	
Length of time in business?	Years

2. Have a satisfactory record of past performance.

How many clients have you contracted with of similar size over the last two (2) years?	#
--	---

3. Have the productive capacity in house to perform scope of work.

How many people does your company directly employ?	#
--	---

4. Have adequate financial resources and exhibit demonstrable fiscal and management capability.

Provide factual details documenting your financial resources and fiscal management capabilities below:
--

Proposer's Signature

Date

M/WBE/SDVBE Business Declaration – Form 5

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

Proposer hereby declares that it is a Minority/Woman Owned/Service-Disabled Veteran Business Enterprise Designation by virtue of the following:

Type of Business: Check applicable block(s)

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

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which is at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business. Florida Statute 287.094 states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094 is guilty of a felony of the second degree. SDVBE are defined in the Florida Service-Disabled Opportunity Act located in Florida Statute Section 295.187.

Proposer:	
Certified by (<i>name of Public Entity, if applicable</i>)	
Certificate Number:	Attach copy
Signature:	Date:
<input type="checkbox"/> Non-M/WBE/SDVBE	
Signature:	Date:

Equal Employment Opportunity Statement –Form 6

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the College of its compliance with Federal, State and County affirmative action and equal employment opportunity requirements.

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER: _____

ATTEST: By: _____
Authorized Signature signed in ink

Typed name of person signing above

Witness

Witness

Date Signed _____

Notary Public, State of _____

My Commission Expires _____

Conflict of Interest Statement – Form 7

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- The undersigned firm has had no litigation and or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Banking Institution: _____

Authorized Signature: _____

Name (print or Type): _____

Title: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Statement On Public Entity Crimes – Form 8

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
Tab 1**

In accordance with Florida Statute 287.133, the following information is provided:
An 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 Proposal on a Contract with 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 or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

COMPANY: _____

SIGNATURE: _____

DATE: _____

TITLE: _____

Dispute Disclosure – Form 9

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01
TAB 1**

Answer the following questions by placing an "x" or check "✓" in the box after "YES" or "NO". If you answer "YES", please explain via attachment in Tab 5.

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

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES

NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES

NO

If yes, indicate company name, contact name and telephone number, length of service provided and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES

NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

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

Proposer (Firm)

Date

Authorized Signature (Officer)

Officer Title

Appendix I – Sample Agreement

FOOD SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”), effective the 15th day of December, 2019, is by and between the District Board of Trustees of Pasco-Hernando State College, Florida, a political subdivision of the State of Florida (“College”) 10230 Ridge Road, New Port Richey, FL 34654-5199, and (vendor name) (“Vendor”), a Florida Limited Liability Company, (vendor address) .

The parties hereto agree as follows:

1. **APPOINTMENT AND ACCEPTANCE.** The College hereby appoints the Vendor, as the exclusive operator of the Porter Campus at Wiregrass Ranch Coffee Shop. The Vendor hereby accepts such appointment, on the terms and conditions set forth herein.
2. **SERVICES.** The Vendor accepts responsibility for the performance of the following duties in connection with the provision of services hereunder.
 - A. The Vendor, shall furnish, train, manage and direct all personnel required to efficiently accomplish said services. These personnel shall be direct employees of the Vendor and shall not at any time during the term of this Agreement be deemed to be employees of Pasco-Hernando State College or any of its subsidiaries. The Vendor shall be responsible for the payment of all salaries, wages, benefits, payroll and other taxes, fees, workers' compensation insurance and other charges or insurance levied or required by any federal, state or local law or regulation relating to the employment of such employees. Certificates of insurance evidencing proper employee insurance coverage shall be supplied by the Vendor to the College at the initiation of this agreement, on request of the College and annually thereafter. The Vendor's employees shall dress in work appropriate attire, with ID tag and comply with the rules and regulations at any time promulgated by the College for safe, orderly and efficient conduct of all activities being carried out while on the College premises.
 - B. The Vendor shall certify to the College that all personnel working on the College contract shall have no criminal record/history for the past five (5) years. Any personnel having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Laws of Florida or any other State, within ten (10) years immediately preceding the date of his/her original employment application with the Vendor will be forbidden to be assigned by the Vendor to the College.
 - C. The Vendor will not allow its employees to work with known illnesses (those transmitted through the air or via the food products, equipment, or other mediums), open sores, or other symptoms. Any contagious disease such as hepatitis must be reported immediately to the College’s Contract Administrator and Health Services Department.
 - D. The College shall provide the Vendor with the use of appropriate designated space within the library building for the conduct of its services hereunder. Such use shall include necessary usage of a small sink, water (not chilled), electricity, and telephone

line for credit card machine. The space provided by the College has certain limitations such as no cooking appliances. A reach-in cooler and microwave oven may be provided by the Vendor. The Vendor shall consult with the College regarding electrical needs relative to and prior to the installation of any allowed equipment. The Vendor is prohibited from installing and/or using appliances that contain any type of open heating element, e.g. toaster, toaster oven, hot plate, etc.

- E.** The Vendor shall provide the Coffee Shop with foods cooked at their off-site catering kitchen. The Vendor acknowledges and agrees there are limited facilities available, and therefore food preparation will be limited at the Porter Campus at Wiregrass Ranch site. The food shall be transported from the off-site catering kitchen to the College following food safety and health code standards and shall be available for purchase at the Coffee Shop.
- F.** The Vendor shall: (I) pay all lawful taxes and fees imposed by federal, state and local authorities in connection with the services to be rendered by it hereunder (including the reporting and payment of all sales taxes); (II) comply with all laws, statutes, ordinances and regulations applicable to the conduct of such services, (including applicable health and safety regulations) at the Porter Campus at Wiregrass Ranch Coffee Shop and the Vendor off-site catering kitchen; (III) procure and maintain all license and permits necessary in connection with the rendering of such services at the Porter Campus at Wiregrass Ranch Coffee Shop and the Vendor's off-site catering kitchen; (IV) cooperate with the appropriate authorities in conducting any and all health and safety inspections and comply with all findings thereof at the Porter Campus at Wiregrass Ranch Coffee Shop and the Vendor off-site catering kitchen; (V) notify Pasco-Hernando State College immediately of the pendency of any inspections, as well as the results thereof by providing the College with a legible copy of inspection reports, and the imposition of any fines or other penalties with the respect to violations of applicable laws, statutes, ordinances and regulations at the Porter Campus at Wiregrass Ranch Coffee Shop and the Vendor off-site catering kitchen; and (VI) comply with all guidelines established by U.S.D.A. at the Porter Campus at Wiregrass Ranch Coffee Shop and the Vendor off-site catering kitchen.

Vendor must provide to the College all dated and current documentation (health permits and licenses) as stated above.

- G.** The Vendor shall be responsible for the purchase of all food, beverages and supplies necessary for the efficient, economical and sanitary provision of the Porter Campus at Wiregrass Ranch Coffee Shop and other services to be rendered hereunder.
- H.** The Vendor shall achieve and maintain a "Satisfactory" grade for sanitary conditions as determined by the appropriate health department inspection at the Porter Campus at Wiregrass Ranch Coffee Shop and the Vendor off-site catering kitchen. Should the Vendor fail to maintain the "Satisfactory" grade for two consecutive inspection periods, the College may, at its option, terminate this agreement in accordance with section 7 below or make necessary corrections to achieve the "Satisfactory" grade and invoice the Vendor for the costs thereof. Any such invoice shall be due and payable in ten days.

3. **PRODUCT SALES.** The Vendor shall not sell products by utilizing a vending machine.
4. **CATERING FOR COLLEGE EVENTS:** Supplemental Requirements: Contractor may be requested to cater College events. Contractor does not have exclusive rights to cater College events. If College wishes to use Contractor for catering, the College and Contractor shall enter into a separate Agreement with specific details such as (e.g., dates and times for event, menus, price-per-person, total price, permissible substitutions, if applicable, service and room/table set up requirements, special orders, cleanup, service-ware, linens, etc.).
5. **HOURS OF OPERATION.** The Vendor and the College shall meet prior to the beginning of each semester and determine the hours of operations. It is anticipated that the Porter Campus at Wiregrass Ranch Coffee Shop will operate Monday through Friday, and possibly Saturday except when the College is closed for holidays and scheduled college breaks as posted on the College's website. The Vendor shall provide the College 48 hours' prior notice of unscheduled closings and the College shall have the right to approve or disapprove a closure in its sole discretion provided that the College agrees to not unreasonably withhold approval. The parties recognize that illness and other unforeseen circumstances may prohibit proper notice; however, the Vendor agrees to provide as much advance notice as possible of such closures. Notice of closures shall be provided to the Provost of the Porter Campus at Wiregrass Ranch in addition as well as in accordance with section 11, below. The Vendor is allowed to close during the break between semesters however; the vendor is expected to be open the week before the start of the fall and spring semesters. The Vendor is allowed to both limit the hours of operation to morning and early afternoon and the menu selection during this one-week period.
6. **FINANCIAL.** The components of the Vendor's financial agreement are as follows:
 - A. The College shall bear the cost, and be responsible for trash removal, the Vendor will supply its own garbage bags and will deposit garbage at a location provided for by the College on a daily basis.
 - B. The Vendor shall provide the College with a monthly statement by the 15th of each month. This statement shall reflect gross sales for the prior month at the Porter Campus at Wiregrass Ranch Coffee Shop operations. Monthly and/or quarterly meetings between the Vendor and the College may take place to mutually assess financial and operational status of this program.
 - C. The Vendor agrees to pay to the College commissions of 3% of gross sales, including catering income for catering College events, before sales tax.
 - D. Throughout the term of this Agreement and for a period of no less than three years after expiration of the term or a period of time required by applicable law, whichever is longer, the Vendor shall maintain documentation supporting its calculation and reporting of gross sales. On request, the College shall be entitled to review, inspect, and audit such documentation and any other information relevant to the parties' compliance with this Agreement.

- E. All amounts due under this agreement shall be paid to the College on the 15th of each month. Any payment not received by the 20th will be charged a 10% late fee based on the unpaid balance amount. All amounts and reports due hereunder shall be submitted to:

Pasco-Hernando State College
Attn: Mr. John Collins, Director of Auxiliary Services
10230 Ridge Road
New Port Richey, FL 34654

7. **TERM.** The term of this Agreement shall commence on December 15, 2019 and shall continue for a period of three (3) years with an option by the College to extend for three (3), One (1)-year periods thereafter, subject to earlier termination as provided in Section 7 below. In the event either party intends not to renew this agreement following the initial term, it shall notify, in writing, the other party not less than 90 days prior to the end of the current term.
8. **RIGHT TO TERMINATE.** Either party may terminate this agreement as outlined below:
- A. The College may terminate this agreement should the Vendor fail to fulfill its obligations as set forth under the provisions of this agreement. Provisions such as hours of operation and pricing can be amended by mutual consent of both parties. In the event of deficiencies under these obligations, the Vendor shall be provided, in writing, a specific list of such deficiencies and given 10 working days to correct the deficiencies. Should listed deficiencies not be corrected within the specified time-period the College may cancel this agreement upon 30 days' written notice.
- B. The Vendor may terminate or request to renegotiate this agreement should the College fail to fulfill its obligations as set forth under the provisions of the agreement. The College shall be provided, in writing, a specific list of such deficiencies and given 10 working days to correct the deficiencies. Should listed deficiencies not be corrected within the specified time-period the Vendor may cancel this agreement upon 90 days' written notice.
- C. The College Facility: The Vendor will return the College's facility and all equipment therein in the same condition as existed at the time of delivery to the Vendor excepting normal wear and tear, loss or damage occurring without the fault of the Vendor, and damage occurring as a result of fire or other like unavoidable casualties.
- D. Final Accounting: The Vendor will deliver to the College within thirty (30) days after the date of termination, a final accounting of the results of the Porter Campus at Wiregrass Ranch Coffee Shop operation and will remit to the College all amounts due, if any, after deducting any amounts which may be owed to the Vendor.
- E. Upon notice of non-renewal prior to the end of the original term or any renewal term, the parties shall cooperatively work to assure a smooth transition from the Vendor to its successor, if any.

- 9. INSURANCE.** The Vendor agrees that during the term of this agreement and for all periods during which it is engaged in performing its obligations hereunder, it will carry and maintain in full force and effect the insurance coverage's set forth below:

Commercial General Liability	Occurrence
General Liability per occurrence bodily injury and property damage limit	\$ 1,000,000
General Aggregate	\$ 2,000,000
Damage to rented premises	\$ 500,000
Medical expenses (any one person)	\$ 10,000
Personal and Advertising Injury	\$ 1,000,000
Products – Comp/Op Aggregate	\$ 2,000,000
Automobile Liability	\$ 500,000
Excess Umbrella Liability	\$ 1,000,000
Workers' Compensation Statutory Minimum	
Hold-harmless Agreement	
Additional Insured Required	
30 Day Notice of Cancellation	

The Vendor shall provide the College with appropriate evidence of insurance, including certificates of insurance which identify the College as additionally insured, at the initiation of this agreement and annually thereafter on the anniversary date of the policy.

- 10. INDEMNIFICATION.** The Vendor agrees to indemnify and hold harmless the College and its officers, directors, employees and affiliates from and against any and all liabilities, claims, losses and expenses relating to or arising out of the services rendered or products delivered by the Vendor, its employees, agents and/or subcontractors, pursuant to this Agreement, including, but not limited to, claims arising due to food poisoning, claims arising from the actions of the Vendor employees and personnel, and claims arising from personal injuries suffered by either the Vendor employees or consumers using the Vendor facilities, products or equipment owned by or controlled by the Vendor. Nothing in this agreement shall be deemed a waiver by the College of its sovereign immunity protections beyond those set forth in Florida Statute 768.28, including all procedural and substantive protections.
- 11. INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall create or be deemed to create a joint venture, partnership, representative, principal-agent, employer-employee or similar relationship between the College and the Vendor. The parties agree that the Vendor shall act solely as an independent contractor hereunder. Neither party shall represent to any third party that it is the agent of the other nor shall the parties be empowered or authorize to bind each other or to hold themselves out to third parties contrary to the terms of this Section 11.
- 12. NON-DISCRIMINATION.** The Vendor shall adhere to the District Board of Trustees of Pasco-Hernando State College (DBoT) policy against discrimination wherein the DBoT provides equal access to and equal opportunity in admission to programs for qualified applicants without regard to race, color, age, national origin, religion, marital status, gender, gender identity, sexual orientation, disabling condition, ethnicity, pregnancy, or any other factor or condition protected by law.

13. NOTICES. All notices required or permitted to be given hereunder shall be deemed to be delivered when delivered certified mail/return receipt requested, and properly addressed to the parties as follows:

If to the College:

Pasco-Hernando State College
10230 Ridge Road
New Port Richey, FL 34654-5199
Attention: Auxiliary Services Director

With a copy delivered to:
Pasco-Hernando State College
2727 Mansfield Boulevard
Wesley Chapel, FL 33543
Attention: Provost

If to the Vendor:

Attention: _____

- 14. WAIVER.** The failure or inability of either party hereto to enforce any of the terms of this Agreement or to assert any of its rights hereunder shall not be deemed to constitute or imply a subsequent waiver of such right or any other rights or provisions hereunder.
- 15. NO PARTICIPANT, VENDOR, SPONSOR, OR REPRESENTATIVE OF the College, OR ANY OF THEIR RESPECTIVE EMPLOYEES, SHALL USE, POSSESS OR BE UNDER THE INFLUENCE OF ILLEGAL DRUGS OR ALCOHOL, OR USE TOBACCO PRODUCTS, INCLUDING ELECTRONIC CIGARETTES, WHILE ENGAGED IN COLLEGE SPONSORED ACTIVITIES.**
- 16. ENTIRE AGREEMENT.** The Contract Documents shall consist of this Agreement, the Request for Proposal (RFP), and the Response to the Request (Response) filed by Vendor. In the event of a conflict between the Contract Documents, this Agreement shall control over the RFP and the RFP shall control over the Response when determining the intent of the parties. The Contract Documents shall contain the entire agreement between the parties and the provisions hereof supersede, terminate and cancel any and all prior contemporaneous agreements, proposals, negotiations, conversations and discussions, both written and oral, between the parties relating to the subject matter of this Agreement.
- 17. SEVERABILITY.** The determination that any provision hereof is invalid or unenforceable shall not operate to invalidate this Agreement, all of such provisions being inserted herein conditionally on their being considered legally valid and enforceable. In the event of such determination, this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions(s) were omitted.

18. GOVERNING LAW. This Agreement and any litigation arising out of it shall be governed in all respects by and construed in accordance with the laws of the State of Florida and any litigation brought hereunder shall be filed in a Court of competent jurisdiction in Pasco County, Florida.

19. INTERPRETATION. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language.

20. PUBLIC RECORDS. To the extent that VENDOR meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records required by COLLEGE to perform the service.

(b) Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.

(d) Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Office of Policies and Governance, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654 or Pamela Nadolski, Paralegal, 727-816-3746, nadolsp@phsc.edu, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654

(f) THE CONTRACTOR ACKNOWLEDGES THAT PASCO-HERNANDO STATE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS

OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT HE HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

21. AMENDMENTS. Only a writing duly executed by both parties hereto may amend this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement as of the date first written above.

The District Board of Trustees of
Pasco-Hernando State College

(vendor name)

By: Brian Horn
Title: VP of Finance and Auxiliary Services

By:
Title:

Date: _____

Date: _____

Appendix II – Checklist

**PASCO-HERNANDO STATE COLLEGE
COFFEE SHOP AT THE PORTER CAMPUS AT WIREGRASS RANCH
RFP #20-01**

Please check the appropriate boxes for the items that are applicable to your company:

Tab 1: Minimum Requirements

- Proposal Submission-Form 1
- Letter of Intent
- Proposer Information-Form 2
- W9 Taxpayer (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Drug-Free Work Place-Form 3
- Minimum Qualifications-Form 4
- Minority/Women Owned/Service-Disabled Veteran Business Enterprise Designation Declaration-Form 5
- Corporate Information: Copy of the certification from Florida or evidence of Authority to conduct business in the State of Florida
- Subsidiaries
- History of Firm
- Proof of insurance, licenses and permits
- Equal Opportunity Statement-Form 6
- Conflict of Interest Statement-Form 7
- Statement on Public Entity Crimes-Form 8

- Dispute Disclosure – Form 9

Tab 2: Scope of Services

- Information described in instructions for Tab 2

Tab 3: Adequacy of Staffing and Supervision

- Information described in instructions for Tab 3

Tab 4: Related Experience and References

- Information described in instructions for Tab 4

Tab 5: Disputes, Litigation and Defaults

- Information described in instructions for Tab 5

Appendix III – Statement of No Proposal Submittal

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals to:

RFP 20-01, Coffee Shop at the Porter Campus at Wiregrass Ranch
Attn: Christy Aulicino, Procurement and Contracts Administration Manager
Pasco-Hernando State College
10230 Ridge Road, E111
New Port Richey, Florida 34654

Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.

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

- Scope of Work or Terms and Conditions are too "restrictive." (Please explain below)
- Unable to meet requirements
- RFP was unclear (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Our employee man loading would not permit us to perform
- Unable to meet bond or insurance requirements
- Other (please explain) _____
- Remove us from your "Proposers List"

Company:

Signature/Title:

Address:

City, State, ZIP Code:

Telephone Number: _____ Fax: _____

E-Mail: _____ Website: _____