



***RFP #09-03 for
Vending Services***

PASCO-HERNANDO COMMUNITY COLLEGE

Due December 7, 2009 at 9:00 a.m.

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Proposal Submittal Forms

Submittal forms are available electronically in *Microsoft Word format* at
<http://phcc.edu/administration/purchasing.php>

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SUBMIT PROPOSALS TO:

**Pasco-Hernando
Community College**
10230 Ridge Road
New Port Richey, Florida 34654

**Attn: Purchasing Department
Room E-114**

REQUEST FOR PROPOSALS



Contact: **Debra Whittaker**, Purchasing Agent
Phone: (727) 816-3443 Fax: (727) 816-3315
E-mail: **whittad@phcc.edu**

Website Homepage:
<http://phcc.edu/administration/purchasing.php>

PHCC Calendar: <http://phcc.edu/calendar>

Maps/directions: <http://www.phcc.edu/campuses>

RFP No.: **09-03**

RFP Title:

Vending Services

Issue Date: 11/17/09

A pre-proposal meeting will not be held for this RFP. Interested vendors may e-mail questions and responses will be sent to all who participate. Site visits may be arranged through the Purchasing Agent if desired.

Proposal Due Date and Time:
December 7, 2009 – 9:00 a.m.

RFP Opening and Recording:
December 7, 2009 - 9:15 a.m.

Introduction

Sealed proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. All proposal sheets must be executed and submitted in a sealed envelope. The face of the envelope must be addressed as follows:

RFP 09 – 03 Vending Services
Attn: Debra Whittaker, Purchasing Agent
Pasco-Hernando Community College
10230 Ridge Road
New Port Richey, Florida 34654

The proposal must be received and physically located in the purchasing department no later than 9:00 a.m. on December 7, 2009 at which time proposals will be opened and recorded. Any proposals that arrive in the purchasing department after this time will be disqualified. The proposals will not be immediately evaluated. An internal evaluation committee will review the proposals at a later date. Proposers selected to give oral presentations will be contacted to set up an appointment. Rankings from initial evaluation will be posted at <http://phcc.edu/administration/purchasing.php>

In order to insure uniformity, proposals must be submitted on the RFP tender forms (available on <http://phcc.edu/administration/purchasing.php>) or exact photo copies. Proposals 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. Any ambiguities or inconsistencies shall be brought to the attention of PHCC in writing prior to the due date; failure to do so, on the part of the proposing firm, will constitute an acceptance by the proposing firm of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and received by PHCC **at least seven (7) calendar days prior** to the due date.

It is requested that all questions be e-mailed to **whittad@phcc.edu**, using the following subject line: **RFP 09-03 Question**. PHCC will provide written answers to the questions to all proposing firms who have received the RFP. PHCC will not be responsible for any oral instructions made by any employee(s) of PHCC in regard to this RFP.

Debra Blair Whittaker
Purchasing Agent

Proposal Submission Form RFP 09-03 Vending Services

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 contractor.

PROPOSER: _____

SIGNATURE/TITLE: _____

PROPOSING AS: ___CORPORATION ___INDIVIDUAL ___OTHER (explain) _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

Statement of No Proposal Submittal RFP 09-03 Vending Services

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 09-03 Vending Services
Attn: Debra Whittaker, Purchasing Agent
Pasco-Hernando Community College
10230 Ridge Road
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: _____

General Conditions, Instructions and Information for Proposers

1. **Definitions:**

- **Contractor/Vendor:** A company or person which is awarded the RFP/contract.
- **DBoT:** The District Board of Trustees of Pasco-Hernando Community College, Florida
- **Evaluation Team:** Comprised of PHCC staff and faculty. Established to review and score the submittals in accordance with the criteria, and make a recommendation for award. The purchasing agent serves as the nonvoting chairman.
- **PHCC:** Pasco-Hernando Community College; the "college"
- **Proposal:** An offer in response to an RFP.
- **Proposer:** A company or person which submits a proposal.
- **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.

2. **Contact:** Any questions concerning this RFP must be directed to the purchasing agent as indicated above. All prospective proposers are hereby prohibited from contacting any member of the DBoT or Pasco-Hernando Community College (PHCC) 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.

Exception: Contact may be made during the Oral Presentations.

3. **Proposal Submission:** PHCC will receive proposals at the above address. The outside of the sealed envelope/container must be identified as follows:

- Proposer's name
- Return address
- RFP number and title
- Due date and time

4. **Number of Copies:** Proposers shall submit **SIX (6) COMPLETE SETS** (one [1] original and five [5] copies) of the proposal, complete with all supporting documentation (i.e.; photographs, drawings, and exhibits) in a sealed, opaque envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation team.

5. **Due Date/Time:** The proposing firm may submit the proposal in person or by mail/courier service. PHCC 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 PHCC's purchasing agent.

6. **Late Submittals:** The deadline time and date will be scrupulously observed. **Proposals received after the specified time and date will be disqualified and shall be returned unopened.** PHCC 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 time and date specified due to failure by 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 your timely proposal. Information/ documents received separately after the due date/time will not be accepted or considered.

7. **Proposer Registration:** Proposers who obtain RFP documents from other sources or directly from the website must officially register with PHCC's purchasing agent in order to be placed on the mailing list for any forthcoming addenda, amendments, or official

communications. PHCC shall not be responsible for providing addenda, amendments or other official communications to a proposing firm who receives RFP documents from other sources. Failure to register as a prospective proposing firm may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current addendum.

8. **RFP's Opened and Recorded:** Proposals shall be received at the purchasing department at the above referenced address by the specified time and date.

A list of proposers will be posted on a bulletin board located in the first floor of E building at 10230 Ridge Road, New Port Richey, Florida, and on its website (see page 2 for Internet address). Proposal tabulations WILL NOT be provided by telephone.

9. **Delays:** PHCC, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of PHCC to do so. PHCC will notify proposers of all changes in scheduled due dates by written addendum.

10. **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 proposing firm from the mailing list.

11. **Proposal Withdrawal:** Proposers may withdraw their proposals by notifying PHCC in writing at any time *prior* to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of PHCC and will not be returned to the proposers.

12. **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 evaluation team, unless specifically requested by PHCC.

13. **Addendum/Amendment:** Should any revisions, clarification or supplemental instructions be needed, PHCC will issue a written addendum/amendment to all proposing firms who received an RFP package from PHCC's purchasing department. Proposing firm shall sign, date, and return the **acknowledgement page** of the latest/final addendum/amendment with their proposal. Previous addenda/amendments will be deemed received. It is the proposing firm's responsibility to contact PHCC's purchasing agent in the event that a previous addendum/amendment is not received. All proposing firms should **check the website** at least **seven (7) calendar days** before the date fixed for receiving the proposals to ascertain whether any addenda/amendments have been issued.

14. **Posting of Award:** Recommendation for award will be posted for review by interested parties at the purchasing department and at our website prior to submission through the appropriate approval process to the District Board of Trustees for final approval of award, and will remain posted for a period of at least two (2) working days.

15. **Award:** PHCC anticipates award to the proposer who submits the proposal judged by PHCC to be the most advantageous. PHCC anticipates awarding one contract, but reserves the right to award more than one if in its best interest. Final approval of the awarded proposer(s) shall be by PHCC's District Board of Trustees at a regularly scheduled public meeting.

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 PHCC, and executed by the parties.

16. **Termination:** If the awarded contract is terminated or cancelled within the first year of the contract period, PHCC 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 PHCC.
17. **Proposal Preparation Costs:** Neither PHCC 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.
18. **Accuracy of Proposal Information:** Any proposer which submits in its proposal to PHCC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **News Releases:** The proposer shall obtain the prior approval of PHCC for any news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.
20. **Public Entity Crimes:** Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Three (currently \$50,000⁰⁰) 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, proposer attests that they have not been placed on the "Convicted Vendor List".
21. **Public Records:** Upon award recommendation or ten (10) calendar days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed at the purchasing office during normal working hours by appointment.
22. **Acceptance / Rejection:** PHCC 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. PHCC reserves the right to make the award to that proposer who, in the opinion of PHCC, will be in the best interest of and/or the most advantageous to PHCC.
- PHCC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in PHCC's opinion, is not in a position to perform properly under this award. PHCC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.
23. **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.
24. **Protests:** Failure to file a protest within the time prescribed in 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The proposer has 72 hours from receipt of the solicitation to file a notice of protest of specifications.

The proposer has 72 hours from the posting of the recommended ranking or award of the solicitation to file a notice of protest of the recommendation of award.

25. **Familiarity with Laws:** All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), Florida Statutes 402.301 – 402.319, OSHA regulations, and all Civil Rights legislation.
26. **EEO Statement:** PHCC is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin or gender.
27. **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 District Board of Trustees of PHCC. All proposers must disclose the name of any PHCC employee or member of the DBoT who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.
28. **Affirmation:** By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.
29. **Prices, Terms and Payment:** Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **Taxes:** PHCC 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:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.

(c) **Clarification/Correction of Proposal Entry:** PHCC reserves the right to allow for the clarification of questionable entries and for the correction of **obvious mistakes**.

(d) **Condition and Packaging:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be the current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) **Safety Standards:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereof.

(f) **Underwriters' Laboratories:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

30. **Delivery:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

- 31. Manufacturers' Names and Approved Equivalents:** Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and number. Proposal will include cuts, sketches, descriptive literature, and complete specifications. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed in the proposal.
- 32. Additional Quantities/Services:** PHCC reserves the right to acquire additional quantities/services at the prices quotes in the proposal. If additional quantities/services are not acceptable, the proposal must be noted "Proposal is for Specified Quantity/Services only".
- 33. Service and Warranty:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to the contract. Proposers must explain on the proposal to what extent warranty and service facilities are provided.
- 34. Samples:** Samples of items, when called for, must be furnished free of expense, on or before RFP recording time and date, and if not destroyed, may upon request be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier

and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the college.

- 35. Nonconformance to contract conditions:** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. These items and items not delivered as per delivery date in proposal and/or purchase order may result in contractor being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the vendor's name being removed from the vendor mailing list.
- 36. Inspection, Acceptance and Title:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of contractor until accepted by the college, unless loss or damage results from negligence by the college.
- 37. 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 contractor to notify the college at once, indicating in the specific regulation which required an alteration. PHCC 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.
- 38. 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.

39. **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.
40. **Advertising:** In submitting a proposal, the proposer agrees not to use the results thereof as a part of any commercial advertising.
41. **Assignment:** Any Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the college.
42. **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.
43. **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.
44. **Franchises/Subcontractors:** All terms and conditions of the contract apply to franchisee as well as the franchisor. PHCC must be notified of franchisee agreements or subcontractors prior to acceptance of proposal.

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.

General Information

1. Intent / Objective

The intent of this Request for Proposal (RFP) is to select one firm/supplier for providing vending services for all of PHCC's campuses. Vending is part of the auxiliary services provided through the college. Locations of the campuses are:

- West Campus – 10230 Ridge Road, New Port Richey, FL 34654
- East Campus – 36727 Blanton Road, Dade City, FL 33523
- North Campus – 11230 Ponce de Leon Blvd., Brooksville, FL 34601
- Spring Hill Center – 11245 Spring Hill Drive, Spring Hill, FL 34609 (current location)
- Spring Hill Center – 450 Beverly Court, Spring Hill, FL 34606 (opening in Fall 2010)

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

PHCC must regularly place its vending program out for competitive proposals.

2. Background

- a. Pasco-Hernando Community College (PHCC) was established in 1972.
- b. PHCC is a publicly supported, associate degree (2-year) granting institution serving Pasco and Hernando Counties.
- c. PHCC has approximately 11,538 full and part-time students.
- d. PHCC employs over 350 full-time faculty and staff as well as part-time adjunct faculty. PHCC is one of the largest employers in Pasco and Hernando counties.
- e. PHCC's campuses are non-residential.

3. Time Period for Acceptance

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

4. Minimum Requirements

In order to be considered for selection, a proposer must fulfill the following minimum requirements:

- a. Have a satisfactory record of past performance.
- b. Have the productive capacity to perform.
- c. Have adequate financial resources and exhibit demonstrable fiscal and management capability.

5. Purchasing Agreements with other Public Agencies

- a. All proposers submitting a response to this RFP agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, should the proposer feel it is in their best interest to do so.

- b. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Request for Proposal.
- c. This agreement in no way restricts or interferes with the right of any political subdivision to re-propose any or all items.

6. Professional Licenses

Include copies of all applicable federal, state and local licenses. It is preferred that proof of licensure be included with your proposal submittal. Should a copy not be included with your proposal submittal, said proof shall be submitted upon request to PHCC's purchasing agent within five (5) working days.

7. Pre-Proposal Conference

A pre-proposal conference will **not** be held for this Request for Proposal. Potential proposers may send an e-mail to the Purchasing Agent; all questions will be responded to all proposers who have responded.

8. Site Visits

Each vendor may arrange, through the Purchasing Agent, a site visit to each campus prior to submission of the proposal to be familiar with the exact nature and existing conditions of the work areas and requirements of the specifications for extent and quality of work to be performed.

9. Evaluation Committee Meeting

A meeting of the Proposal Evaluation Committee will occur on or about December 10, 2009 to select the top three proposals. Those firms will be notified on December 11, 2009 and interviews scheduled by the college's purchasing agent. Results will be posted the next business day on the website at: <http://phcc.edu/administration/purchasing.php>

10. Interviews (oral presentations)

Interviews with the top three proposers will be held on January 6, 2010 in Building A, board room, West Campus. Individual timeslots will be assigned for each firm. The oral presentation will be 30 minutes in length with a 15 minute open floor to answer any questions from both parties. Results will be posted the next day on the bulletin board in E Building lobby, West Campus, and on the website at: <http://phcc.edu/administration/purchasing.php>

Contract Conditions

1. Contract terms

The terms, specifications and conditions of this proposal constitute the total agreement and no further conditions will be accepted.

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.

2. Contract period

The purpose of this Request for Proposal is to establish a three (3) year contract subject to additional two- one (1) year extensions, based on performance review and other criteria established for awarding the contract. The commencement date of a contract resulting from this proposal will be on or about **January 1, 2010**. Contractor will accept all existing conditions and will have a grace period of 90 days from the start of the contract to bring the facilities into the performance criteria in this proposal.

3. Contract documents

The contract entered into by the parties shall consist of this Request for Proposal, the signed proposal submitted by contractor, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the contract documents.

4. Qualifications of contractors

All contractors will be evaluated as to organization, ability to perform, financial condition and experience. The college reserves the right to reject any vendor where such evaluation does not satisfy the college or for any reason it deems appropriate at its discretion.

Contractors must meet the following requirements in order to be considered for this contract:

- Exhibit demonstrable fiscal and management capability.
- Have a satisfactory record of past performance.
- Have the productive capacity to perform.
- Have a minimum of three (3) years' experience as a vending contract management company.
- Proof of licensure with State of Florida
- Proof of insurance

5. Termination/Cancelation

Pasco-Hernando Community College reserves the right to cancel this contract for non-performance in the event contractor does not perform within the terms, conditions and specifications of the contract documents. Upon notification in writing to the purchasing department by the campus official responsible for the administration of the contract of the facts concerning non-performance, contractor will be notified of the problem and will have ten (10) days to correct same. If contractor fails to correct the problem to the satisfaction of the college within the ten (10) day period, the college reserves the right to serve notice of cancellation to be effective within ninety (90) days of notification. In the event of such cancellation, the college may elect to award the contract to the next ranked vendor, extend the contract of another vendor currently under contract to provide like services, or re-issue the proposal, whichever is in the best interest of the college.

The obligations of the college under this award are subject to all terms and conditions established by the legislature of the State of Florida. The college has the option to discontinue service at no expense to the college if college policy or Florida Statutes determine it is in the college's best interest, or if inadequate funding is appropriated to college to continue.

6. Selling, transferring or assigning contracts

In the event that the successful proposer is purchased by another company during the term of the contract, the succeeding company must honor all of the terms and conditions contained herein. PHCC has the right to reject the new vendor and terminate this agreement without cause.

7. 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 proposal. The relevant laws include but are not limited to the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), Florida Statutes 402.301-402.319, OSHA regulations, and all civil rights legislation.

8. Licensing

The Contractor will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to the college representative. The contractor will maintain all appropriate licenses and permits specified by Pasco County and Hernando County, and any appropriate agency of the State of Florida. The contractor shall provide copies of these licenses to the college prior to the start of the contract. Failure to maintain the required licenses shall be cause for termination.

9. Tort Immunity

The college hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the college's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed the amount of insurance coverage applicable to such an agreement provided to the college through the Florida Community College Risk Management consortium.

10. Award of Contract

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 contractor 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.

11. 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.

12. Insurance Requirements

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Current proof of insurance must be provided in the RFP. Proposer agrees to notify Pasco-Hernando Community College in writing of any accident related to vending services which occurs on campus.

A. Minimum Limits

- 1) **General Liability** Insurance per occurrence with limits of:
 - a) Each Occurrence - \$1,000,000^{.00} and
 - b) Damage to Rented Premises (Each Occurrence) - \$100,000^{.00} and
 - c) Medical Expense (Any one person) - \$5,000^{.00} and
 - d) Personal & Advertising Injury - \$1,000,000^{.00} and
 - e) General Aggregate - \$2,000,000^{.00} and
 - f) Products – COMP/OP AGG - \$2,000,000^{.00} and
 - g) General Aggregate limit applies per location/per project endorsement
- 2) **Automobile Liability** Insurance with any auto, hired auto, non-owned auto:
 - a) Combined Single Limit of \$1,000,000^{.00} (each accident)
- 3) **Workers' Compensation and Employers' Liability** Insurance in accordance with statutory requirements, and
 - a) Employer's Liability Each Accident limits of \$500,000^{.00} and
 - b) Employers' Liability Disease – Each Employee limits of \$500,000^{.00} and
 - c) Employers' Liability Disease – Policy Limit of \$500,000^{.00}

B. Conditions

- 1) Policies must be written by an insurance company authorized to do business in Florida.
- 2) Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better

according to the A. M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

- 3) Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.
- 4) Contractor shall furnish yearly to PHCC **certificates of insurance**. These shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to PHCC.
- 5) Contractor shall include PHCC as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the contract.
- 6) If an "ACORD" Certificate of Liability Insurance form is used by contractor's insurance agent, the words "**endeavor to**" and "**... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives**" in the 'Cancellation' paragraph of the form shall be deleted.
- 7) Contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by PHCC.
- 8) "Claims made" insurance policies are **not** acceptable.
- 9) In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 10) Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- 11) PHCC's purchasing agent or risk manager shall verify ratings at A. M. Best's website: <http://www.ambest.com/>

13. Protection and security of building and property

Contractor shall assume full responsibility and be held liable by PHCC for any loss of property and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this agreement or from contractor's failure to properly secure college facilities. The extent of this responsibility is not limited to only PHCC property but extends to any property including lease equipment on college locations. Contractor shall be held liable by PHCC for damages caused by his/her employees to any equipment apparatus or installed property in the buildings in which work is performed under this specification.

14. Indemnification

Contractor 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 contractor, 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 contractor, 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 contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the college. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the college the names, qualifications and experience of their proposed subcontractors. PHCC reserves the right of approval or refusal of subcontractor, and reserves the right of cancellation of the contract if in the best interest of the college. If the subcontractor is approved by the college, the contractor shall remain fully liable and responsible for the work to be done by subcontractors and shall assure compliance with all requirements of the contract.

16. Miscellaneous Contractual Provisions

- A. Any number of counterparts of this agreement 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.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- C. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.
- D. 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.
- E. This agreement is not assignable unless all parties to this agreement approve of the assignment.
- F. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this 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.
- G. If any party to this 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 execute this agreement and to otherwise comply with the terms and conditions of this agreement.

- H. The title and captions of paragraphs and subparagraphs contained in this 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.
- I. 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.

General Specifications

The contractor selected through this RFP process shall furnish all supervision, labor, and supplies required for the satisfactory performance of the work. Contractor shall employ trained, reliable, quality-conscious workers. All employees shall be mentally and physically competent to perform the services required. The contractor shall at all times, enforce strict discipline and good order among his/her employees. It is intended that the services include all functions normally considered a part of a satisfactory vending service operation whether or not listed herein. The College expects to meet with the Contractor at least monthly to solve any problems or issues which may arise.

Services to be performed under this contract shall be subject to inspection and approval by the designated college representatives on each campus. Any questions which may arise as to the quality and acceptability of vending supplies used and work performed, the manner of performance, and the rate of progress of the work, shall be decided by the jointly by the contractor and college representatives on the respective campus.

During the term of the contract, the appropriate campus representative will notify contractor of deficiencies verbally and follow up in writing with a copy to the Auxiliary Services Manager. The situation must be remedied immediately and the representative shall be notified when corrections have been completed. If, in the opinion of the college, the deficiencies observed are not satisfactorily corrected, the college reserves the right to terminate the contract within ninety (90) days.

1. Conduct of work and qualifications of employees

The contractor will:

- Require all their employees to be easily identified by **photo badges** while on campus.
- The contractor shall be responsible for providing medical examinations as required by law and shall make such records available for review upon the college's request.
- Employees shall be neat and tidy in appearance. The contractor shall not allow employees with known illnesses to work. Any contagious disease such as hepatitis must be reported immediately to the College.
- Require their employees to comply with instructions pertaining to conduct and building rules and regulations.
- Conduct and pass a criminal background check on all prospective employees before hiring them to work on the Pasco-Hernando Community College premises. PHCC will reject any contractor employee whose criminal background check demonstrates that he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude under the laws of Florida or any other state,

within the 10 years immediately preceding the date of his/her original employment application with the contractor will be forbidden to be employed by the contractor hired by PHCC.

- Verify to the college that all employees are bonded.
- Verify to the college that personnel assigned to the college are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form (5) or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
- Any person who has been classified as a sexual offender or sexual predator under the laws of Florida or any other state will be forbidden to be employed by the contractor hired by PHCC.
- The college may require the removal of any contractor's employee who does not comply with the above requirements.

2. Supervision and safety

The contractor shall be responsible for the supervision, direction and annual safety training for his/her employees in Right to Know, Blood-borne Pathogens, and hazardous waste training. All equipment used by the contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on college property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on college property. The contractor will indemnify the College, and its personnel, guests, students and visitors from any and all losses or injury occurring because of negligent acts they commit.

3. Inspections

The College reserves the right to periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of the vending with respect to condition of machines, quality and quantity of products, prices, safety, sanitation and maintenance of the equipment to bring them to levels satisfactory to the College.

4. Supplies, equipment, and facilities

The contractor shall furnish and maintain all the necessary equipment required for the vending service described in these specifications. This will include proper refrigeration and cleanliness to ensure food remains fresh. The contractor will service the machines and keep them in good working order. The College will not permit its employees or agents to remove or tamper with the machines. Vendor will hold title to all necessary vending equipment for each location. PHCC has the right to approve the location, type and number of machines installed. No machines shall be removed or placed without consent of the College and the College shall not unreasonably withhold such consent. Further, there shall be no price increases without the consent of the College and the College shall not unreasonably withhold said consent.

Card acceptors and bill changers will be on at least two machines per campus; preferred on all machines. The College prefers to have new vending machines for all locations. A plan for maintenance of machines which have become inoperable should be included in the proposal. This should address response times, and replacement potential if required

PHCC shall provide the appropriate space for use by the contractor in connection with providing vending services. Such use shall include necessary usage of all utilities, including water, sewer, and electricity.

The College will assume no responsibility for the contractors equipment located on the campuses. The College will make every effort to maintain a safe and secure environment for any equipment which is housed on campuses.

5. Vending snacks and beverages

Beverages and snack products will be nationally advertised food brands and machines will be adequately stocked on a regular basis. Expiration dates shall be adhered to. The Contractor will agree to a “no questions asked” return policy on all snacks and beverages sold from vending machines. A reimbursement fund will be created and kept up to date at all college stores.

Purchase of snacks, beverages, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF).

The Contractor shall not dispense ice cream from any of its machines, regardless of packaging, without the express written consent of the College.

The contractor shall take under advisement the wishes of the College regarding product and brand preferences.

6. Financial

The Contractor will maintain full and complete records of its sales, collections and inventories for the vending services provided to the College. The Contractor will provide a monthly sales report to the College, which shall contain sufficient information for a College representative to determine the appropriate amount of commissions due to the College on a calendar month basis. The College shall have to right, at its sole discretion, to conduct periodic audits of the sales figures for verification. Such audit may be conducted by the College or by a Certified Public Accountant. In the event a CPA is used, the Contractor shall be responsible for all costs incurred.

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

The Contractor will pay monthly commissions to the College a percentage of the gross receipts of the machines, less sales tax on taxable items. Commission checks and monthly sales reported to the College are due no later than the end of the calendar month. Commissions shall be remitted to:

Pasco-Hernando Community College
Attn: Business Office, Accounts Receivable
10230 Ridge Road
New Port Richey, FL 34654

Pasco-Hernando Community College will grant the successful proposer the exclusive right to vending service as a for-profit enterprise at all campuses and centers. The College will consider the sale of an exclusive manufacturer drink product if it is determined to be advantageous to the College. Organizations (student, foundation, sports, café cart) selling food and beverages for their activities which have been approved by the College will be exempt from these provisions. The College reserves the right to approve all products sold on campus.

7. Locations

- PHCC West Campus, 10230 Ridge Road, New Port Richey, FL 34654
- PHCC North Campus, 11415 Ponce de Leon Blvd., Brooksville, FL 34601
- PHCC East Campus, 36727 Blanton Road, Dade city, FL 33523
- PHCC Spring Hill Center, 11245 Spring Hill Drive, Spring Hill, FL 34609
(current location)
- PHCC Spring Hill Center, 450 Beverly Drive, Spring Hill, FL 34602
(opening Fall of 2010 replacing the current location)

The college reserves the right to add another campus under the same terms, specifications, and conditions of this contract.

8. Supplemental requirements

Other work required outside the scope of the contract will be quoted under regular purchasing procedures. The successful contractor will be afforded the first opportunity to quote on these projects.

Contractor shall notify the campus representative of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.)

Tentative Procurement Schedule

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

| Date | Item, Location and Time |
|-------------------|---|
| November 22, 2009 | RFP Advertised and Released (distributed) |
| December 7, 2009 | Proposals Due <i>Deliver to downstairs Lobby, E Building, West Campus by 9:00 a.m.</i> |
| December 10, 2009 | Evaluation Team Meets and Short-lists |
| January 6, 2010 | Oral Presentations- Short listed firms <i>West Campus Board Room, 9:00 a.m.</i> |
| January 19, 2010 | Board Approval |
| January 1, 2010 | Contract term begins |

2. The above schedule is subject to change. All changes will be posted on the Web site at:
<http://www.phcc.edu/administration/purchasing.php/>

Scheduling and Coordination

Contractor is not required to provide services on the days PHCC is officially closed. The dates that the college is closed is posted on the PHCC website at:
<http://www.phcc.edu/schedule/calendar.php#closed2>.

The college is closed on the following days:

- Martin Luther King Jr. Day 1 day
- Spring Holidays 5 days
- Memorial Day 1 day
- Independence Day 1 day
- Labor Day 1 day
- All College Day 1 day
- Veterans Day 1 day
- Thanksgiving 2 days
- Christmas Holidays 15 days

Instructions for Preparing Proposals

1. Forms

For ease in preparation of your proposal, all required forms are available in electronic format (Microsoft Word) at the following web page:
<http://phcc.edu/administration/purchasing.php>

2. Proposal Format

A. For ease of evaluation

1. Proposal must be bound (3 ring binder or proposer's choice of binding)
2. The proposal must be submitted on 8½" x 11" paper
4. With headings and sections numbered as indicated in Section C below
5. The sections should be separated by using divider tabs for easy reference and may be either pre-numbered or include the section title
6. Proposal information may not be hand written

B. Number of Copies

Proposers shall submit SIX (6) COMPLETE SETS (one [1] labeled original signature and five [5] copies) of the proposal, complete with all supporting documentation (i.e.; photographs, drawings, and exhibits) in a sealed, opaque envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation team.

C. The proposal should be divided by tabs into a minimum of fifteen (15) sections with references to parts of this RFP done on a section-by-section basis. The sections shall be numbered and named:

1. Basic Information
2. Vending service assessment
3. Qualifications and Experience
4. Adequacy of Staffing and Supervision
5. Safety Program/Training of Personnel
6. Proposed Work Plan
7. Management Transition Plan
8. Quality Assurance
9. Disputes, Litigation and Resolution
10. Location
11. Financial Capability (*this section of your submittal is exempt from Public Records*)
12. M/WBE/SDVBE
13. References
14. Licenses
15. Proof of insurance

3. Proposal Submittal (Basic Information)

Proposers shall include the following information/submittals:

- a. **Letter of Intent:** This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with PHCC. The letter must indicate the official's title or authority. The letter should not exceed two pages in length.
- b. **Acknowledgment of Addenda:** Include the acknowledgement page (signed and dated) of the last/final **addendum** issued by PHCC, if applicable.
- c. **Proposer Information:** Complete the Proposer Information form, which includes:
 - 1) **Proposer:** Company/firm name and addresses (street address and mailing address)
 - 2) **Contact Person:** Main contact person who should be contacted regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award
 - 3) **Internet Contact:** Include contact person's E-mail address, and the firm's website address (if applicable)
 - 4) **State:** (*ex: Florida or Alaska*) where incorporated
 - 5) **FEIN:** Provide the **Federal Employer Identification Number** of the proposer
 - 6) **SSN:** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners **if the FEIN is not provided**
 - 7) **Telephone Number:** Direct phone number of the contact person
 - 8) **Toll Free:** Direct toll-free phone number of the contact person, if applicable
 - 9) **Fax Number:** Direct fax number of the contact person
 - 10) **Type of Business:** Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.)

- d. **Corporate Information:** If proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary of State verifying 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.
- e. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a 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.
- f. **History of Firm:** Indicate firm history (chronologically).
- g. **W-9 Form:** Submit a completed W-9 form (also available on the Internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>).
- h. **Drug-Free Workplace:** If applicable, provide a statement concerning the proposer's status as a Drug-Free Work Place [DFW]. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

4. Vending service assessment

- a. Outline your plan to provide vending services for all campuses.

5. Qualifications and Experience

The submission should include:

- a. **Company Credentials:** Provide a brief statement of qualifications that includes the firm's size, geographic location in relation to the project, and the office that will support the contract for this project.
- b. **Current Clients:** List all clients currently under contract and their contact information.
- c. **Related Educational Experience:** Include information regarding previous or current contracting experience with PHCC and other public/education agencies.

6. Adequacy of Staffing and Supervision

- a. **Organizational Chart:** Include an organizational chart detailing the position/titles to support PHCC. Indicate staffing levels, which positions are full-time and part-time. Include an organization chart showing corporate support (if applicable).
- b. **Personnel Complement:** Provide a list of full time and part time personnel who will be assigned to the contract with PHCC. Include supervisory personnel. Include the number of personnel who would be hired as a result of award of the contract.
- d. **Benefits:** PHCC recognizes that in order to recruit and retain quality personnel, proposer may offer a package of benefits including, but not limited to, life insurance, health insurance and paid leave. Indicate which, if any, of these or other benefits are offered to employees, and if the benefits are company or employee paid. Include salary/wage and benefits costs for each full and part-time position.
- e. Management coverage in terms of days and hours

- f. Short and long term action plans.
- g. Communication process and responsiveness to PHCC community needs.
- h. Area/district organization structure in support of PHCC's vending service program

7. Safety Program/Training

- a. PHCC considers the training provided to new employees an important indicator of a successful proposer. All employees assigned and/or beginning work shall be trained and fully aware of their responsibilities and duties.
- b. Provide a copy of the proposer's Training Plan to include, but not be limited to:
 - Management's Safety Policy Statement
 - Hazard Assessment and Safety Planning processes
 - Occupational Safety and Health/ Staff training plans, such as: cleaning solutions, mixing, dispensing, lifting, slip/falls, etc.
 - Blood borne pathogens and clean-up
 - Employee involvement
 - Orientation Program
 - Employee Handbook
 - On-going training new and experience employees of their duties and responsibilities
- c. Submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe working environment.

8. Proposed Work Plan

This section of the proposal must explain the Scope of Work as understood by the proposer and detail the approach, activities and work products. The proposal shall include:

- a. Detail work approach – indicating actual work tasks and frequency
- b. Quality Assurance procedures to be utilized
- c. Other information the proposer may deem advantageous to demonstrate understanding and approach to the work
- d. A rationale for the approach taken
- e. The equipment to be used
- f. Any innovative concepts and recommendations for expansion of services or to enhance the quality of services to PHCC which the proposer considers pertinent for consideration
- h. List of equipment owned and of items which will be purchased to support the contract with PHCC. Include a plan for maintenance and repairs.

9. Management Transition Plan

- a. Proposer shall submit a contract transition plan that should be timed to take effect before the contract start date.
- b. The plan should describe in detail key tasks and dates related to the successful orientation of the proposer's employees to the new program.

10. Quality Assurance

Submit a plan to provide quality assurance with respect to all aspects of the campus vending program. The plan should include:

- a. Corporate, regional and local area visitation schedule by job title.
- b. Length of visit and who will be called upon
- c. Sample inspection/quality audit forms used internally and as part of any college visitations.
- d. Follow-up procedures for customer complaints.

11. Disputes, Litigation and Resolution

- 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**). 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:
 - 1) Cases which are related to the services that proposer provides in the regular course of business
 - 2) 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.

12. Location

- a. Identify the location of your home office.
- b. Identify the location of the specific office that will have direct responsibility for this project.

13. Financial Capability

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

- b. Include the audited **Balance Sheet, Income Statement, and Cash Flow Statement** from the prior two (2) fiscal years.
- c. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation.
- d. A list of comparable type and size community and primarily commuter campus accounts along with annual revenues, number of students and the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about your performance.
- e. A list of all lost comparable accounts over the past four (4) years along with the reason(s) for losing the account and the same contact information.
- f. Financial statements are **exempt** from becoming public record in accordance with FS 119.07 (2)

14. M/WBE/SDVBE Status

If the proposing firm is owned and operated by a minority, or woman a “Minority and Woman Owned Business Declaration” must be completed and returned with your submittal.

15. References

- a. Include reference letters from the client on each of the three most closely related projects. If the business is a franchise, references are to be specific to the proposer. Be sure to use projects that have the same personnel involved that will be assigned to this project (use the provided form). Be sure to provide the following information:
 - 1) Company name
 - 2) Address
 - 3) Contact
 - 4) **E-mail address (Required – References submitted without E-mail addresses will be disregarded)**
 - 5) Phone number
 - 6) Toll-free number
 - 7) Fax number
 - 8) Educational references (college, university and schools)
 - 9) Non-educational references
- b. **Do not include as a reference:**
 - 1) References which are located in foreign countries
 - 2) PHCC DBoT members or staff members
(contact with DBoT members or staff members will disqualify proposer)
- c. You may provide supplementary letters of reference.

16. Licenses

- a. Include a copy of all applicable licenses.
- b. List any regulatory or license agency sanctions.

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

Evaluation of Proposals

1. Evaluation Method

- a. PHCC will appoint an evaluation team 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 PHCC.
- b. The District Board of Trustees shall make the final award.
- c. PHCC shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. PHCC's decisions will be final.
- d. Evaluations of written and oral presentations are independent of each other. Written proposals are used for the purpose of short-listing. Oral presentations by the short-listed companies will be used as the determining factor for recommendation to the DBoT by the evaluation team.

2. Price Evaluation

Points awarded to commissions and cost of services will be based on the written proposals and oral presentations.

3. Non-Responsive Proposals

- a. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the evaluation team for consideration. Additionally, the evaluation team may determine that the required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - 1) Failure to follow the required format
 - 2) Failure to sign the proposal
 - 3) Failure to acknowledge addenda (unless all changes are not materiel)
 - 4) Failure to provide required submittals / documentation
 - 5) Submission of a late proposal
 - 6) Proposer does not meet minimum qualifications/requirements
- b. The evaluation team will evaluate all responsive written proposals to determine which proposals best meet the needs of PHCC based on the evaluation criteria.

4. Evaluation Criteria

The criteria and weights established by PHCC shall be utilized in the evaluation of the written proposals and oral presentations.

5. Consensus Scoring

- a. The evaluation team may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.
- b. The evaluation team shall then utilize an evaluation form to rate/evaluate each of the remaining proposals.

6. Short-Listing

- a. The evaluation team shall utilize an evaluation form to rate/evaluate each of the proposals (unless consensus scoring is utilized, as clarified in #5 above).
- b. Upon completion of the evaluation of all written proposals, the evaluation team shall determine whether to recommend award to the proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation.
- b. Only those firms with the highest scores rated in accordance with the criteria and their weights will be invited to give oral presentations.
- c. The list of short-listed proposers will be posted on the webpage.

7. Notification of Short-Listing

The short-listed proposers will be notified, as follows:

- a. A letter will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.
- b. In the event that there are any specific questions/clarifications that the evaluation team would like for all of the proposers to address/make, they will be included in this notification.

8. Oral Presentations

- a. Firms responding to this RFP must be available for presentations/interviews.
- b. The tentative schedule time and date for these presentations is Thursday, May 26, 2009. Should there be any changes to the time or location, they will be posted on the website.
- c. The criteria for evaluating the oral presentation are established by PHCC. The criteria are subject to change. In the event that the criteria are revised, the short-listed proposers will be advised of the changes. The final scoring will be wholly based on these criteria. Scores from the initial evaluation will not be "brought forward".
- d. The interview time shall be limited to forty-five (45) minutes. Thirty (30) minutes shall be allotted to the presentation with the remaining time for questions and answers with your project team.

- e. It is highly recommended that your contract manager and site supervisor(s) (or other key employees who will be assigned to this project) should be present.
- f. As part of your presentation, be prepared to discuss the services that you will provide, with an emphasis on **services to be provided on this contract**. Additionally, discuss your firm's **ability to provide excellent services**.
- g. Handouts and/or "leave behinds" are permitted.
- h. PHCC will **not** provide computer or A/V equipment. Proposers should bring their own equipment to use for PowerPoint (or other) presentations.

9. Identical or Tie Scores

In the event two (2) or more proposers are deemed equal during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

- a. Drug Free Work Place
- b. Proposer's place of business is within Pasco or Hernando counties
- c. Proposer's place of business is within the State of Florida
- d. M/WBE
- e. Prompt Payment Discounts

10. Site Visits

Members of the evaluation team may visit a service site or client of the short-listed proposers in operation in the State of Florida. Proposers may be given at least 24 hours notice of any site visits planned by PHCC.

Evaluation of Written Proposals

| Criteria for Evaluating Written Proposals | Weight |
|--|----------------------------|
| <p>Revenue to the college Proposers will be awarded points on a scale of one to twenty-five. Provide anticipated revenue from gross receipts from all machines and the commission payments that will be paid to PHCC. Commission will be expressed as a percentage and paid monthly on all machines. Propose the minimum dollar or percent of net revenues. Outline any additional revenue plan or schedule which is offered by your company.</p> | <p>Up to 25 points</p> |
| <p>Quality of service Proposers will be awarded points on a scale of one to twenty-five. Proposers should clearly state their vending service program and include a copy of their quality service manual with their proposal. Response time for filling machines and break-downs. Information on pricing structures along with any commission schedules will be evaluated. Explain the manner in which refunds for vending machines will be handled. Outline the manner in which price changes and justification would take place once the contract is in place.</p> | <p>Up to 25 points</p> |
| <p>Products Proposers will be awarded points on a scale of one to twenty-five. Proposer should provide sample selections of snacks and beverages with the source of supply and length of supplier relationship. Quality, freshness, healthy selections, and variety are equally important.</p> | <p>Up to 25 points</p> |
| <p>College and university experience Proposers will be awarded points on a scale of one to fifteen. State any experience you have in this area along with the duration of the contract. If a similar contract is still in place, provide current details. If the contract has expired, explain why it was not renewed. Include references from currently held contracts which the College may contact for further discussion.</p> | <p>Up to 15 points</p> |
| <p>Relationship with college administration Proposers will be awarded points on a scale from one to ten. The College expects to have a minimum amount of management required for the daily operation of vending services.</p> | <p>Up to 10 points</p> |

Evaluation of Oral Presentations

| Criteria for Evaluating Oral Proposals | Weight |
|---|--------------------|
| <p>Capability</p> <ol style="list-style-type: none"> 1. Firm's reputation and overall capabilities. 2. Firms History 3. Size of firm 4. Overall capabilities 5. How many contracts currently 6. How many contracts renewals | Up to 20 points |
| <p>Personnel/Organization</p> <ol style="list-style-type: none"> 1. Strength of the contract manager proposed for the project. 2. Manager qualifications including background, related work experience, education and training, and any other additional information that would demonstrate competence. 3. Organizational chart | Up to 20 points |
| <p>Creative Ideas</p> <ol style="list-style-type: none"> 1. Feasibility for PHCC 2. Profitable 3. Satisfactory to students and staff | Up to 20 points |
| <p>Experience</p> <ol style="list-style-type: none"> 1. Magnitude of experience with similar organizations 2. List of educational institutions or similar organizations | Up to 20 points |
| <p>Customer Service</p> <ol style="list-style-type: none"> 1. Methods and techniques used to ensure excellent customer service. 2. Customer service plan. | Up to 10 points |
| <p>Challenges</p> <p>Identification of possible challenges in providing the level of service needed at PHCC and how those challenges would be addressed.</p> | Up to 10 points |

1) Proposer Information

| | |
|---|--|
| 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: <i>(Check one)</i> <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): _____ - _____ - _____ <i>Only required if FEIN is not provided</i> Telephone Number: () Toll Free Telephone Number: () Fax Number: () |

2) W-9 Taxpayer Form

| | | |
|--|--|---|
| Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| Print or type see specific instructions on page 2 | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| |
|--------------------------------|
| Social security number |
| : : : : : : : : : |
| OR |
| Employer identification number |
| : : : : : : : : : |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

3) Drug Free Workplace

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace 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

4) Minimum Qualifications

1. Proposer shall meet the following minimum experience qualifications:
 - a. A minimum of three (3) years' experience as a vending service contract management company.
 - b. Experience in handling one or more significant higher education accounts of this type and size.
 - c. Licensed in the State of Florida.

2. Complete the following items and submit with your proposal:

| | |
|---|--------|
| a. On what date did your company incorporate in the State of Florida? | |
| b. Length of time in business: | Years |
| c. How many major higher education clients have you contracted with? | # |
| d. How many people does your company directly employ? | People |
| e. License number | |
| f. Year licensed | |

Proposer: _____

5) Current/Previous Clients

| | |
|------------------------------|----------------------------|
| Company: | |
| Contact Name: | E-mail Address: |
| Address: | |
| City, State, Zip + 4: | |
| Phone Number: () | Fax Number: () |
| Contract Term: | |
| Summary of Work: | |
| Comments: | |

Proposer: _____

This form may be copied as needed.

6) Disputes Disclosure

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.

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

Printed or Typed Name

7) Minority, Woman Owned, and Service-Disabled Veteran Business Enterprise Designation Business Declaration

Proposer hereby declares that it is a Minority/Woman Owned/Service-Disabled Veteran Business Enterprise Designation Business Enterprise 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 as 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-WMBE/SDVBE | |
| Signature: | Date: |

8) References

Include FAX Number and E-mail Address

| Educational Client Name / Address | Contact Person | Telephone and Fax Number |
|--------------------------------------|----------------|-----------------------------|
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |

| Non-Educational Client Name / Address | Contact Person | Telephone and Fax Number |
|--|----------------|-----------------------------|
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |
| | Name: | () Phone |
| | | () toll free |
| | E-mail: | () fax |

References which are located in foreign countries are not acceptable. This form (or an alternate form as determined by the proposer – ensure all requested information is included) must be completed and returned with your proposal. **Be sure to reconfirm all E-mail addresses prior to submittal to ensure they are up-to-date.**

9) Checklist

This checklist is provided to assist each proposer in the preparation of their proposal. Included in this check list are important requirements which are the responsibility of each proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline – it is the responsibility of each proposer to read and comply with the Request for Proposal in its entirety.

Check each of the following when accomplished:

- Letter of intent
- Proposer Information Form is completed, signed and attached
- W9 Taxpayer form is completed, signed and attached
- Drug-Free Work Place Form is completed, signed and attached
- Minimum qualifications form included
- Current/Previous Clients form included
- Disputes Disclosure form included
- Minority/Woman Owned/Service-Disabled Veteran Business Enterprise Designation Business Declaration form included
- References included
- Proposal envelope is marked accordingly
- Required number of proposal submittals included
- Financial statements enclosed
- Proof of insurance and licenses enclosed

Attachment A – Contractor Personnel Guidelines

1. Schedule

- A. PHCC is open for classes from 7:00 a.m. until 10:30 p.m., Monday through Friday. Classes are conducted on Saturday and Sunday. Contractor will be expected to work within the calendar schedule of PHCC.

2. Supervision and Staffing

- A. PHCC reserves the right to approve all personnel assigned on this contract. Any changes during the contract period must be approved by PHCC before implementation. PHCC reserves the right to reject any candidate for any reason. PHCC shall have the right to have any assigned worker removed for any reason.
- B. Contractor shall provide and maintain an organizational chart indicating personnel assignments. PHCC shall be notified of any personnel changes before they are implemented by contractor.
- C. Contractor is responsible for hiring, training, equipping, supervising, directing, discharging, and assuring proper dress for vending/delivery personnel.

4. Organizational Chart

- A. Contractor shall provide PHCC's representative written lists of all employees assigned to work at PHCC within 5 working days of the contract start date. The list shall include:
 - 1. Employee's full legal name
 - 2. Home address
 - 3. Home telephone number
 - 4. Cell phone number
 - 5. E-mail address
- B. Contractor shall be held responsible for the accuracy of the data required, and shall update the list immediately should there be any changes.

5. Attire

- A. Name tags with company name shall be worn at all times by all personnel for security purposes.
- B. Employees shall be required to dress neatly, commensurate with the tasks being performed.

- C. Employee's 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 his/her duties.
- D. At the discretion of PHCC's representative, employees may be sent home if not in proper dress.

6. Vending sanitation and safety

- A. Contractor shall submit a sanitation and safety plan within five (5) working days of the contract start date. The contractor shall be responsible for instructing employees in sanitation and safety measures considered appropriate. Contractor shall be responsible for the supervision, direction, and safety training for employees and will provide proof of training for employees in Right to Know, Blood-borne Pathogens, and hazardous waste training.
- B. All equipment used by contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on PHCC property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on college property.

7. Conduct

- A. Contractor 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 PHCC's representative and security guards.
- B. Contractor's employees shall refrain from using vulgar/foul language while on PHCC campuses.

8. Qualifications of Employees

- A. A fully qualified force shall be on-board by the end of the first 30 days of the contract, and shall be maintained throughout the period of this contract.
- B. All employees assigned by contractor to perform the work under this contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be contractor's responsibility to insure that all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and experienced, qualified in this type of work.
- C. A criminal record check shall be made for each employee prior to employment/assignment to PHCC's contract. All employees working on the PHCC contract shall have no criminal record/history for the past five (5) years. PHCC will reject any contractor employee whose criminal background check demonstrates that he/she failed to report criminal convictions accurately on contractor's employment application form. Any personal 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 Law of Florida or any other state, within 10 years immediately preceding the date of his/her original employment application with contractor will be forbidden to be employed by contractor hired by PHCC.

- D. Verify to PHCC that personnel assigned to the college are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Card Form (5) or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
- E. Verify to PHCC that all employees are bonded.
- F. PHCC may require the removal of any contractor's employee who does not comply with the above requirements.

10. Access to PHCC Premises

- A. Neither contractor nor their employees shall permit any individual to have access to the building, rooms or grounds designated herein. Any person(s) requesting access to a building shall be referred to the security guard.
- B. **Contractor's employees shall not bring any family and/or friends (or allow them access to PHCC buildings) with them during work hours to the PHCC campuses.**

11. Employee Records

Contractor shall keep the following records for each employee performing work for this contract:

- Employee Name
- Employee Work Classification
- Daily Hours Worked
- Locations Worked

12. Key Personnel

Contractor shall notify PHCC in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. PHCC has the right to reject proposed changes in key personnel.

13. Supplemental requirements

Other work required outside the scope of the contract will be quoted under regular purchasing procedures. The successful contractor will be afforded the first opportunity to quote on these projects.

Attachment B – Vending Equipment

New Port Richey Campus:

B Building

Soda Machine 1

M Building

Snack Food Machine 1

Cold Food Machine 1

Soda Machine 3

Commercial Microwave 1

Bill Changer 1

G Building

Snack Food Machine 1

Soda Machines 1

Isotonic 1

Cafeteria

Snack Food Machine 1

Soda Machines 2

Hot Drink Machine 1

Commercial Microwave 2

Gym

Isotonic 1

S Building

Snack Food Machine 1

Soda Machine 2

Dade City Campus:

Snack Food Machine 2

Cold Food Machine 1

Soda Machines 6

Hot Drink Machine 2

Commercial Microwave 2

Bill Changer 1

Isotonic 1

Brooksville Campus

Snack Food Machine 2

Cold Food Machine 1

Soda Machine 4

Hot Drink Machine 1

Commercial Microwave 2

Bill Changer 1

Spring Hill Center

Snack Food Machine 1

Soda Machines 2

Hot Drink Machine 1

Attachment C – Map of West Campus

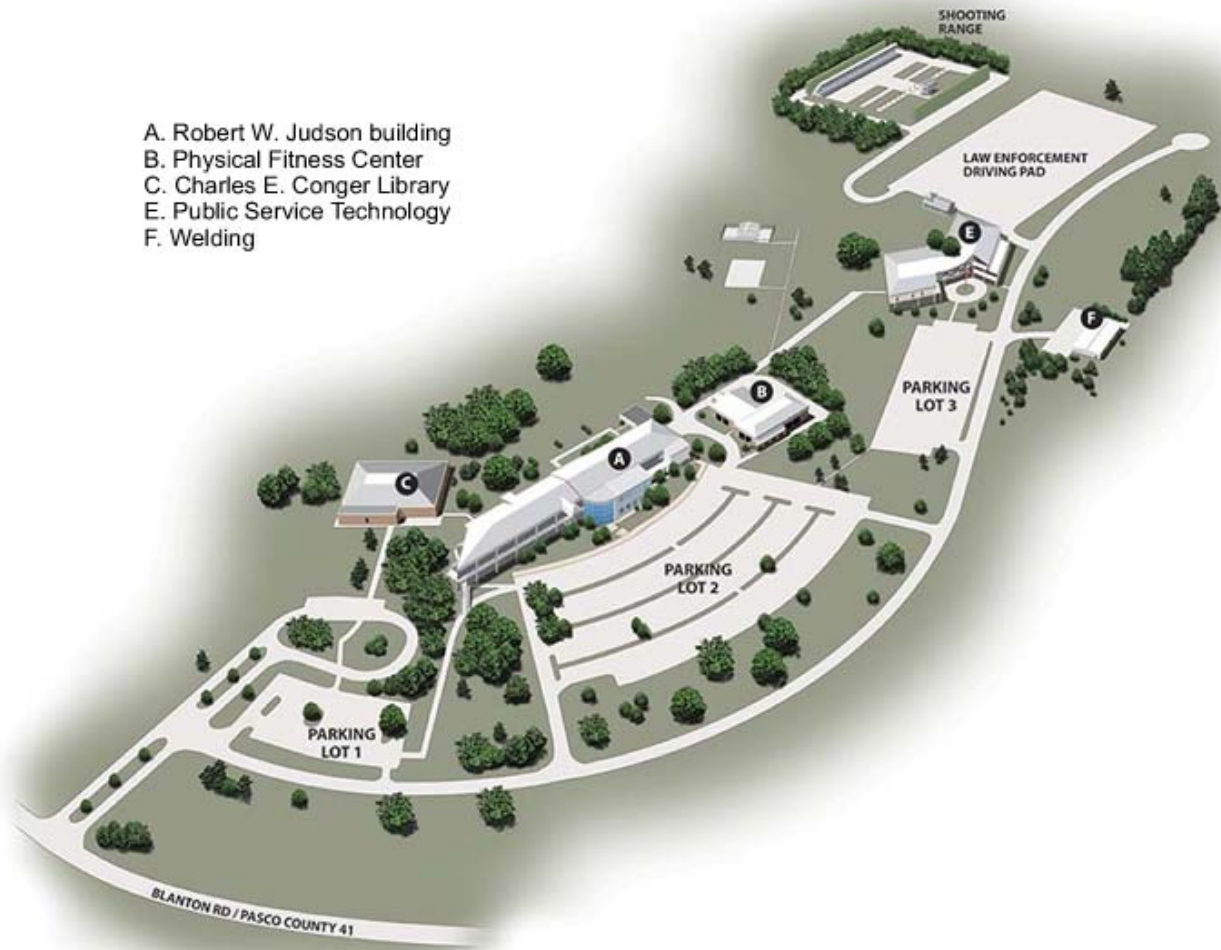
New Port Richey campus and District Office

10230 Ridge Road
 New Port Richey, FL 34654-5199
 727-847-2727



Attachment D – Map of East Campus

36727 Blanton Road
Dade City, FL 33523-7599
352-567-6701



Attachment E – Map of North Campus

Brooksville campus

11415 Ponce de Leon Boulevard
(U.S. 98 North)
Brooksville, FL 34601-8698
352-796-6726

- A - Classrooms, administration, Student Development, student center, computer lab and bookstore
- B - Classrooms
- C - Alfred McKethan Library, distance learning and learning lab
- D - Facilities



Attachment F – Map of Spring Hill Center

Spring Hill Center (current location)

11245 Spring Hill Drive
Spring Hill, FL 34609
352-688-8798

