DAYTONA STATE COLLEGE
Daytona Beach, Florida

INVITATION TO NEGOTIATE (ITN)

MANAGEMENT OF CAMPUS DINING & VENDING SERVICES

ITN # 19-001

ISSUE DATE: July 3, 2018

ISSUED BY
DAYTONA STATE COLLEGE PURCHASING DEPARTMENT
&
Petit Consulting LLC

Upon receipt of this ITN, any and all communications regarding this ITN must be made only to the College’s Purchasing Office and Petit Consulting, LLC as listed in this ITN. Any violation of this condition could result in your proposal disqualification.

Daytona State College operates in accordance with the State of Florida Sunshine Laws.
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This Invitation to Negotiate (“ITN”), which includes all instruments and attachments hereto, is for the management of dining and vending services on the Campuses of Dayton State College (hereafter “DSC”). The Campuses include numerous academic, administrative, recreational and mixed-purpose buildings and facilities.

The objectives of DSC and the criteria for selecting a foodservice Contractor are important for all proposing entities to understand and consider during proposal development. The following summarizes key factors for DSC during this ITN process.

- This ITN seeks to establish a foodservice and vending management contract at DSC which will provide food and beverage services to students, faculty, staff, visitors, and prospective students, faculty, and staff, collectively “the customers”, wherein the quality and types of food, the manner of service, the hours of operation, the experience and resources of the provider, and economy of price to customers are primary considerations.

- The Contractor will purchase, prepare, and serve food and beverage products on DSC Campuses on such daily schedules specified by DSC that best meet the needs of customers and the College.

- The Contractor must perform to the satisfaction of DSC and be subject to the supervision and oversight of DSC.

- The campus dining services program should enhance the quality of the experience at DSC – for students, faculty, administrators and the College community. Opportunities abound for activities involving food and drink to promote learning, socialization, personal growth, and the College itself.

- The specifications in this ITN are intended to describe the range of needed foodservices on the Campuses. DSC seeks a management entity that has a proven record of innovation and entrepreneurism in campus foodservice management.

- The College’s financial goals for Dining and Vending Services are for the program to generate an operating surplus that includes commission payments by the Contractor to DSC.

- DSC wishes to engage a management contractor whereby a high degree of professionalism and high level of quality is applied to the delivery of foodservices within an economic structure that is desirable for the customer, the Contractor, and DSC.

- Professional management commensurate with the level of service desired by DSC will be an important consideration when reviewing proposal responses. DSC seeks proposals that reflect high levels of management capability, similar or relevant experiences, and a commitment to customer service.

Proposal Submissions
Submission of a proposal shall be considered confirmation of the Bidder’s familiarity with, and agreement to comply with, the contents of this ITN. Base Proposal submissions must include full responses to sections 4.3 and 4.4 of this ITN and Bidders must submit proposals based upon the specifications provided in this ITN document.

Bidders may choose to submit an Alternative Proposal in addition to their Base Proposal. While Alternative Proposals addressing differences in services, programs, facilities, or financial terms from what is described in this ITN are welcomed, all Bidders must submit, at a minimum, a Base Proposal that responds directly and specifically to the requests of this ITN. Any Alternative Proposal must be packaged separately from the Base Proposal and must be clearly labeled as an Alternative Proposal.

This ITN requires a complete response from the Bidder in the following categories:

- **ITN Document and Exhibits Receipt Acknowledgment** form (See Appendix)
- **Acknowledgment of Addenda** form(s) (See Appendix)
- **Technical/Management Proposal** describing the Bidder’s resources, proposed staffing, management plan and proposed operational program for DSC Dining and Vending Services.
- **Financial Proposal** addressing the complete proposed financial terms for the contract.
- **Alternative Proposal**, if desired.
- Completion and inclusion of Daytona State College forms (see Appendix)
Daytona State College – Dining & Vending Services ITN

Proposals will be evaluated based on the information submitted in response to the ITN requirements. A short list of finalists will be chosen according to DSC’s evaluation of proposals received.

Bidders are asked to consider the following:

1. All persons representing or associated with Bidders receiving this ITN are prohibited from copying, distributing, or sharing this ITN or any portion hereof or any information contained herein that is not otherwise public knowledge, with any other party (other than officers, directors, or employees of the same organization) without the express written consent of DSC.
2. Bidders may modify or withdraw their proposal, without penalty or prejudice, at any time prior to the date and time set forth as the deadline for proposal submissions. If a proposal is to be modified after submittal, then Bidder shall so notify DSC in writing and shall withdraw the previous proposal (including copies) and replace it (in its entirety, including copies) with a revised proposal before the deadline for submittal.
3. DSC makes no representations or warranties as to the accuracy and/or completeness of any of the information provided in this ITN, including without limitation any Appendix, addenda, or amendments hereto.
4. DSC reserves the right to suspend, withdraw, or amend this ITN for any reason or for no reason, and has the rights to terminate discussions with one or all interested parties at any time. The College may postpone the date on which responses are to be submitted or take any action that it deems to be in its best interest.
5. Two or more entities may collaborate in submitting a response to this ITN, but a single entity must be designated to contract with the College and be responsible for performance under any future contract.
6. DSC reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this ITN and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason or for no reason. DSC further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in DSC’s best interest to do so.
7. There shall be no contact between Bidders and DSC students, staff, faculty, Board members, or representatives with respect to questions or issues pertaining to this ITN process, except as allowed by this ITN or by subsequent instruction to Bidders.
8. All ITN process communications should be directed simultaneously to both the following individuals:

<table>
<thead>
<tr>
<th>Elaine D. Thiel MBA, C.P.M.</th>
<th>Ray E. Petit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director of Business Services</td>
<td>Petit Consulting LLC</td>
</tr>
<tr>
<td>Daytona State College</td>
<td>182 Harbor House Drive</td>
</tr>
<tr>
<td>1200 W. International Speedway Blvd.</td>
<td>Osprey, FL 34229</td>
</tr>
<tr>
<td>Daytona Beach, FL 32114</td>
<td>E-mail: <a href="mailto:rpetit@petitconsultingllc.com">rpetit@petitconsultingllc.com</a></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Elaine.Thiel@DaytonaState.edu">Elaine.Thiel@DaytonaState.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

Information to Bidders
This is an Invitation to Negotiate, not an order, and it does not represent a commitment to purchase any service. This document shall not be construed as a request or authorization to perform work at the expense of DSC. Any work performed by a Bidder in connection with responding to this ITN and, if notified, negotiating a definitive management contract, will be at the Bidder’s own discretion and expense.

The information in this document will enable the recipient to formulate a proposal to meet the requirements and expectations of DSC, as expressed herein. The information in this ITN is accurate to the best of DSC’s knowledge but is not guaranteed to be correct.

Sodexo is the current food service provider at DSC.

No Proposal
If recipients of this ITN choose not to submit a proposal response to Daytona State College, they are asked to respond by returning only the Statement of Non-Submittal of Proposal (See Appendix) and give the reason in the space provided. Failure to submit a Statement of Non-Submittal of Proposal may be cause for removal of the organization from the College’s procurement mailing list.
## I. BACKGROUND AND GENERAL INFORMATION

### 1.1 Definitions

For purposes of clarity during the ITN process, the following definitions will apply:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Account Manager”</td>
<td>A full-time individual assigned by the Contractor who shall be responsible to the College’s Contract Administrator for the competent performance of the contract.</td>
</tr>
<tr>
<td>“Bidder”</td>
<td>Any firm or organization that submits a management and financial proposal in response to this ITN.</td>
</tr>
<tr>
<td>“Campuses”</td>
<td>The seven (7) campuses, comprising buildings, structures, and grounds, of DSC located in and around Daytona Beach, Florida.</td>
</tr>
<tr>
<td>“Contract”</td>
<td>The term &quot;Contract&quot; shall include the ITN, the response to the ITN, any addenda, and the unifying contract resulting from the award of this ITN.</td>
</tr>
<tr>
<td>“Contract Administrator”</td>
<td>The College’s Executive Director of Business Services, or designee.</td>
</tr>
<tr>
<td>“Contractor”</td>
<td>The word “Contractor”, or a pronoun in place of it, shall mean the organization or company with which the College has entered a management contract, based upon mutually agreeable negotiations between the parties.</td>
</tr>
<tr>
<td>“DSC”</td>
<td>The entity, also referred to herein as “College”, comprising Daytona State College, including its officers, employees, grounds, facilities, and academic and campus life programs.</td>
</tr>
<tr>
<td>“Fiscal Year”</td>
<td>DSC’s fiscal year, sometimes abbreviated as FY, which extends from July 1 to June 30.</td>
</tr>
<tr>
<td>“Owner”</td>
<td>Daytona State College.</td>
</tr>
<tr>
<td>“Proposal Response”</td>
<td>Any proposal received by the College in response to this ITN. “Proposal response”, “offer”, “bid” and “proposal”, for purposes of this ITN, are synonymous and interchangeable.</td>
</tr>
<tr>
<td>“Term”</td>
<td>The term of the contract which will be for five (5) years beginning January 1, 2019, and ending December 31, 2023.</td>
</tr>
</tbody>
</table>
1.2 ITN Schedule

The table below identifies key dates that will be used through this ITN process. All Bidders will be informed if and when DSC changes dates pertaining to the ITN process and the new Contract from what is shown in the table. Addenda with respective changes and additional information will be posted to the College’s Purchasing website: [http://www.daytonastate.edu/bussvcs/bids.html](http://www.daytonastate.edu/bussvcs/bids.html).

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 3, 2018</td>
<td>ITN Release Date</td>
</tr>
<tr>
<td>July 16, 2018,</td>
<td>Deadline to submit ITN Document &amp; Exhibit Receipt</td>
</tr>
<tr>
<td>By 5:00 p.m.</td>
<td>Acknowledgement (See Section 3.7)</td>
</tr>
<tr>
<td>July 18, 2018,</td>
<td>Mandatory Pre-Proposal Conference &amp; Tour (See Section 3.2 for details,</td>
</tr>
<tr>
<td>10:00 a.m.</td>
<td>time, and location)</td>
</tr>
<tr>
<td>July 25, 2018,</td>
<td>Written Questions Due (See Section 3.3)</td>
</tr>
<tr>
<td>By 5:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>August 3, 2018</td>
<td>Addendum Release, if necessary</td>
</tr>
<tr>
<td>August 8, 2018</td>
<td>Deadline to submit Notice of Intent to Submit</td>
</tr>
<tr>
<td>August 22, 2018</td>
<td>ITN Proposals Due on or before 2:00 p.m.</td>
</tr>
<tr>
<td>By 2:00 p.m.</td>
<td>*It is the bidder’s responsibility to ensure timely receipt at both</td>
</tr>
<tr>
<td></td>
<td>locations before the due date and time as specified in Section 3.9</td>
</tr>
<tr>
<td>September 5, 2018</td>
<td>Evaluation Committee Meeting</td>
</tr>
<tr>
<td>2:00 p.m.</td>
<td>• Review Proposals;</td>
</tr>
<tr>
<td></td>
<td>• Selection of Shortlist,</td>
</tr>
<tr>
<td></td>
<td>• or Make an Award Recommendation</td>
</tr>
<tr>
<td>September 7, 2018</td>
<td>Posting of Shortlisted Firms (Finalists)</td>
</tr>
<tr>
<td>September 20, 2018</td>
<td>District Board of Trustees Approval to enter into Negotiations with</td>
</tr>
<tr>
<td></td>
<td>Finalist(s)</td>
</tr>
<tr>
<td>September 25, 2018</td>
<td>Interviews / Presentations with Approved Finalist(s) (Optional, TBD)</td>
</tr>
<tr>
<td>September 27, 2018</td>
<td>Site / Observation Visits with Approved Finalist(s) (Optional, TBD)</td>
</tr>
<tr>
<td>October 1st – 5th, 2018</td>
<td>Negotiations Meetings</td>
</tr>
<tr>
<td>October 8, 2018</td>
<td>Notice of Intent for Award to Finalist</td>
</tr>
<tr>
<td>October 26, 2018</td>
<td>Draft Contract Submitted for Legal Review</td>
</tr>
<tr>
<td>November 8, 2018</td>
<td>District Board of Trustees Approval of Award</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>Anticipated Contract Commencement Date</td>
</tr>
</tbody>
</table>

*Note: Any of the dates shown above are subject to change at the discretion of the College.*

1.3 Overview of DSC

Daytona State College was authorized by the 1957 Florida Legislature and became the state’s first comprehensive community college known then as Daytona Beach Junior College. Over the past 50-plus years, the College has evolved from a small campus into an academically supervised multi-campus institution providing educational and cultural programs. In 1971, the official name changed from Daytona Beach Junior College to Daytona Beach Community College. In 2008, the District Board of Trustees and the State of Florida approved the college’s request to change the institution’s name to Daytona State College. This was done to reflect the institution’s transition to a four-year institution offering workforce baccalaureate degrees.

Daytona State College has fostered a tradition of excellence in academics and service to a growing community. It prides itself on its ability to provide students with affordable tuition, convenient and flexible course scheduling, and an expanded array of online programs. The College's online bachelor's programs have been rated among America's best by U.S. News and World Report.
Daytona State College provides quality, affordable job training, personal enrichment, and academic programs to educate and to empower individuals and promote economic development. As a comprehensive public college committed to open access, student learning and success, Daytona State College provides personalized attention to students, embraces diversity, and uses innovation to enhance teaching and learning.

The College offers more than 100 certificate, associate and baccalaureate degree programs, with graduates serving in critical fields that include health care, emergency services, business, education, hospitality, engineering, technology and more. The College also offers the Associate of Arts University Transfer degree, which provides students the first two years of a four-year bachelor’s degree, saving our students and their families thousands of dollars in the process. As a Level II state college, the institution also offers the Bachelor of Applied Science in Supervision and Management, as well as seven bachelor’s degrees in education, including: Mathematics (grades 6-12), Biology (grades 6-12), Earth/Space Science (grades 6-12), Exceptional Student Education (grades K-12), Chemistry (grades 6-12), Physics (grades 6-12) and Elementary Education (grades K-6). The College also offers the Bachelor of Science in Engineering Technology, a Bachelor of Science in Information Technology and a Bachelor of Science in Nursing degree.

Across its seven Campuses and via online programs, Daytona State College now serves nearly 25,000 students annually. The Daytona State student body is 63% female, 31% minority, and the average age of a Daytona State student is 26. The College also serves over 1,200 Veterans. In 2016/2017, the percent of students receiving financial aid assistance was 74% which amounted to over $46 million dollars in Financial Aid. Please reference Daytona State College’s Fast Facts for additional information:


Daytona State is accredited by Southern Association of Colleges and Schools Commission on Colleges to award associate and bachelor’s degrees.

The College operates at these campus locations:
- Daytona Beach campus 1200 W. International Speedway Blvd., Daytona Beach, FL
- Advanced Technology College 1770 N. Technology Blvd., Daytona Beach, FL
- News-Journal Center at Daytona State 221 N. Beach St., Daytona Beach, FL
- New Smyrna Beach – Edgewater 940 Tenth St., New Smyrna Beach, FL
- Deltona Campus 2351 Providence Blvd., Deltona, FL
- DeLand Campus 1155 County Rd., DeLand, FL
- Flagler/Palm Coast Campus 3000 Palm Coast Parkway SE, Palm Coast, FL

### 1.4 College’s Campus Populations and Development Plans

Shown below is information on the College’s student and employee populations. Additional data may be found at DSC Office of Institutional Research website at [http://www.daytonastate.edu/ir/index.html](http://www.daytonastate.edu/ir/index.html).

- **Enrollment 2016/2017 by Campus:**
  - Campus: Headcount: FTE:
  - Advanced Technology Campus: 3,140: 622.1
  - Daytona Beach: 21,040: 8,461.3
  - DeLand: 3,574: 1,033.2
  - Deltona: 2,279: 642.7
  - Flagler / Palm Coast: 1,899: 602.9
  - New Smyrna Beach / Edgewater: 1,365: 295.8
  - **Total:** 25,668: 11,658

- **Students receiving financial aid (2016/17) –**
  - Grants: 46%
  - Loans: 22%
Daytona State College – Dining & Vending Services ITN

<table>
<thead>
<tr>
<th></th>
<th>2016-2017</th>
<th>2017-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volusia County</td>
<td>76%</td>
<td>75%</td>
</tr>
<tr>
<td>Flagler County</td>
<td>13%</td>
<td>14%</td>
</tr>
<tr>
<td>Other*</td>
<td>11%</td>
<td>11%</td>
</tr>
</tbody>
</table>

* Includes counties in Florida other than Volusia and Flagler, Out-of-State Students, and International Students

DSC Campus Growth and Development

Daytona Beach Campus Master Plan

DSC has a 20-year master plan for the Daytona Beach campus, completed in November 2016, that reflects the College’s academic ambitions and its commitment to enhancing the student experience. The first phase of the Master Plan has a five-year planning horizon (2016 through 2021), with a long-term vision through 2036. The Master Plan may be found at:

http://www.daytonastate.edu/fp/capital.html

The most significant current building project on the Daytona Beach campus is construction of a Student Center and Workforce Transition Facility. Floor plans for this three-story structure and the foodservice facilities within it will be provided as additional separate Exhibits. (Please see the DSC Purchasing Bid Website for all additional exhibits and addenda).

The Daytona State College Student Center and Workforce Transition Facility will serve as the main dining facility for the Daytona Beach campus and the community. Adjacent to the main entrance commons are two food service venues, the Servery and the Coffee Lounge. The Servery is a 2600 sq. ft. venue with adjacent 1600 sq. ft. kitchen area including cold and dry storage and separate dish room, catering prep area and food service offices. The Servery will offer a variety of cuisine options including a grill, international station, flatbread pizza, deli and made-to-order salads as well as additional full-service amenities. Adjacent to the Servery is a 165-seat indoor dining area and outdoor terrace seating with a variety of seating options for a casual atmosphere. Across the dining area is the 900 sq. ft. Coffee Kitchen and Lounge that will provide beverage and bakery products. The Lounge atmosphere is complete with wood floor and ceiling, chalkboard walls, TVs and seating for approximately 25. The Student Center is planned for a January 2019 opening.

Other Campus Development

Other projects on DSC’s Campuses that are expected to be completed in the next few years include:

**Daytona Beach Campus:** The College has hired a consultant to conduct a feasibility study for Student Housing on-campus. Focus groups and student surveys were conducted as part of the feasibility study. The new Student Housing, if approved, will be located on the north side of campus where Buildings 210 and 220 are presently located. This housing development will house all DSC student-athletes and international students. If feasible and approved, this project will likely occur within the next 5 years.
**Daytona State College – Dining & Vending Services ITN**

**Deltona Campus:** The new Deltona Classroom/Lab/Office/Vocational building will be approximately 30,500 GSF and will house Nursing, Radiography, Diagnostic Sonography and Machining. This project is expected to generate 250 students per year. The College plans to add an additional 215 parking spaces.

### 1.5 Projected Annual Operating Schedule

A calendar model and sample operating year is represented in the table below utilizing the 2018-2019 academic calendar. This demonstrates what Bidders should typically plan for during each year of the Dining and Vending Services Contract. The listing below reflects DSC’s expectations for when campus foodservices will be operational throughout the year.

| 2018-2019 Academic Calendar – Periods of Operation for Campus Dining Services, Daytona State College |
|---|---|---|
| **Fall Semester - 2018** | **Event** |  
| August 27, 2018 | Fall Semester Classes Begin |  
| September 3, 2018 | Labor Day Holiday - No Classes. All foodservices closed. |  
| November 22-25, 2018 | Thanksgiving Holiday - No Classes. All foodservices closed. |  
| December 10-14, 2018 | Fall Semester Exam Period |  
| December 14, 2018 | Fall Semester Classes End |  
| December 17, 2018 – January 1, 2019 | Holiday break. No Classes. All foodservices Closed, however, catering events may be requested during this period. |  

| **Spring Semester- 2019** | **Event** |  
| January 2, 2019 | College reopens, Foodservices open. |  
| January 14, 2019 | Spring Semester Classes Begin |  
| January 21, 2019 | Martin Luther King, Jr. Holiday – No Classes. All foodservices closed. |  
| March 11th – 15th, 2019 | Spring Break. No Classes. All foodservices closed, however, catering events may be requested during this period. |  
| May 6th – 10th, 2019 | Spring Semester Exam Period |  
| May 10, 2019 | Spring Semester classes end |  
| May 13, 2019 | Commencement |  

### Summer

Full-time College staff and administrators are on campus throughout the summer. It is also customary that DSC hosts conferences, seminars and youth camps and programs during the summer. A partial schedule for Summer Semester and common recurring summer catered events are shown below.

<table>
<thead>
<tr>
<th>Summer Semesters - 2019</th>
<th><strong>Event</strong></th>
<th><strong># of Participants</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>May 15, 2019</td>
<td>Summer A Session (6 Week) &amp; Summer 10 Week Session Classes Begins</td>
<td></td>
</tr>
<tr>
<td>May 27, 2019</td>
<td>Memorial Day – No Classes. All foodservices closed.</td>
<td></td>
</tr>
<tr>
<td>June 26, 2019</td>
<td>Summer A Session (6 Week) Classes End</td>
<td></td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>Summer B Session (6 Week) Session Begins</td>
<td></td>
</tr>
<tr>
<td>July 4, 2019</td>
<td>Independence Day – No Classes. All foodservices closed.</td>
<td></td>
</tr>
<tr>
<td>July 19, 2019</td>
<td>Summer 10 Week Classes End</td>
<td></td>
</tr>
<tr>
<td>August 12, 2019</td>
<td>Summer B Session (6 Week) Classes End</td>
<td></td>
</tr>
</tbody>
</table>

**Examples of common recurring Summer Events and Caterings:**

<table>
<thead>
<tr>
<th>Time Periods:</th>
<th>Event</th>
<th># of Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>Respiratory Pinning Ceremony</td>
<td>75</td>
</tr>
<tr>
<td>May</td>
<td>OTA Pinning Ceremony</td>
<td>120</td>
</tr>
<tr>
<td>May</td>
<td>Various Enrollment Nights (Admissions Express)</td>
<td>100/each</td>
</tr>
<tr>
<td>May</td>
<td>LEAD Academy Graduation</td>
<td>50</td>
</tr>
<tr>
<td>June</td>
<td>Staff Education Days (2 day)</td>
<td>200/day</td>
</tr>
<tr>
<td>June</td>
<td>Dental Assisting Ceremony</td>
<td>100</td>
</tr>
<tr>
<td>June or August</td>
<td>Stetson University Retreat</td>
<td>15</td>
</tr>
</tbody>
</table>
Youth Camps
The Daytona Beach campus hosts numerous youth sports camps during the summer, the schedule for which varies from year to year. Half-day camps do not provide box lunches while the full-day camps often do. Department(s) hosting summer camps coordinate with the food service provider to provide lunch as needed. The following is representative of camps that are scheduled for the summer of 2018:

<table>
<thead>
<tr>
<th>Camp Title</th>
<th>Dates</th>
<th>Times</th>
<th>Ages/Grades</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Falcons Volleyball Skills Camp</td>
<td>June 4-7</td>
<td>9:00am-12:00pm</td>
<td>Ages 6-13</td>
</tr>
<tr>
<td>Little Falcons Softball Academy</td>
<td>Aug 6-9</td>
<td></td>
<td>Ages 7-13</td>
</tr>
<tr>
<td>Little Falcons Soccer Co-Ed Camp</td>
<td>July 9-12</td>
<td>9:00am-4:00pm</td>
<td>Ages 7-13</td>
</tr>
<tr>
<td>Striker/Keeper Camp</td>
<td>June 18-21</td>
<td>8:00-12:15 pm</td>
<td>Ages 8-18</td>
</tr>
<tr>
<td>Girls Elite ID Camp</td>
<td>22-Jul</td>
<td>9:00-1:00 pm</td>
<td>HS</td>
</tr>
<tr>
<td>Falcon Volleyball Skills Camp</td>
<td>June 11-14</td>
<td>9:00am-12:00pm</td>
<td>7th-11th Grade</td>
</tr>
<tr>
<td>Elite Falcon Softball All-Skills Academy</td>
<td>July 16-18</td>
<td>9:00am-4:00pm</td>
<td>Age 13-HS Senior</td>
</tr>
<tr>
<td>Elite Volleyball Prospect Camp</td>
<td>July 23-26</td>
<td>9:00am-4:00pm</td>
<td>HS Varsity Jrs &amp; Srs</td>
</tr>
</tbody>
</table>

1.6 Wage and Benefit Scale
The College requires Contractor to pay its full-time and part-time non-exempt hourly staff at levels comparable to pay scales used for foodservice employees at similar institutions in Florida and the Southeast. The Contractor must pay their non-management employees total compensation that is comparable to the total compensation – defined as wages, benefits and paid time off – received by employees performing similar work at comparable institutions in this geographic region.

1.7 Responsibilities of the Parties
The College and Contractor will have significant responsibilities pertaining to Campus Dining and Vending Services over the term of the Contract. This section highlights key responsibilities but not all that will be assumed by the parties.

Prior to Contractor’s Assumption of Management Responsibility
During the period preceding operational start-up under the Contract, there will be numerous activities required of the Contractor and the College. If the Contractor selected through this ITN process is the incumbent, a different list of Contractor and College responsibilities will apply.

Contractor
Background checks: Contractor shall ensure that any employee coming upon the College premises for any reason whatsoever is not a registered sex offender or sexual predator. The Contractor will provide background checks through third party private agencies licensed to provide background checks or FDLE. The Contractor will not charge the College for providing or having the third party private agencies or the FDLE conduct the background checks. Upon request by the College, the Contractor shall provide written verification that a complete background check was conducted for any and all employee or hired worker.

Develop a management coverage plan and staffing plan. Prepare for staff orientation, training and assignment of schedules.
Identify and arrange for introductory meetings of the Contractor’s key on-site management team with select DSC personnel. At a minimum, these individuals should include the General Manager (or Director), Catering Manager, Head Chef, and Retail Operations Manager (if applicable).

Coordinate with DSC on a physical inventory of equipment used by Dining and Vending Services in order to determine what additional or different items are required, if any, beyond the inventory Contractor will have access to when it assumes management of the Dining and Vending Services operations. Annual physical inventory of all College property shall occur prior to the month of March in order to submit requests for equipment during the annual budgeting cycle. The contractor will be responsible for providing all small wares, china, and other equipment necessary to operate in all venues.

Detail and fully develop, if applicable, recommendations for equipment and/or facility changes described in Bidder’s proposal response to this ITN, as accepted by and agreed to by DSC during negotiation of the Contract terms. Identify additions, replacements, or changes needed in equipment, furniture, and technology, as applicable. Itemize recommendations, identify approximate cost, estimate acquisition or implementation time, and prioritize in a summary plan and submit to DSC for review. The recommendations and planning materials described above must be completed by Contractor and accepted by DSC by January 1, 2019, the target date for consummating the Contract.

Develop and prepare materials describing a catering program for DSC, including hard copy and Web-based materials. Include sample menus, student catering menu and guide, pricing, and descriptions of special catering features and services. The Contractor will coordinate all catering events with DSC’s Event Management Planner for all internal and external, College and non-College, events.

With the assistance of DSC’s campus schedulers, identify short-, mid-, and long-term catering events that are already scheduled. Develop an acquaintance and familiarity with DSC departments and user groups and their catering requirements, given the College’s expectations of the Contractor to respond quickly, capably, and professionally, often with little advanced notice.

Secure and maintain liquor liability insurance and commercial liability insurance, naming DSC, as an additional insured with respect to all policies of liabilities, and as certificate holder.

Arrange for a certified liquor manager to be present when catered events or retail operations include the sale and/or service of alcoholic beverages.

Secure all necessary licenses for the preparation, handling, service, and sale of prepared foods.

Gain familiarity with the College’s policies, procedures and initiatives including, but not limited to, purchasing, asset management, facilities services, and waste management. Ensure that the Contractor’s buying practices and operations will conform to those standards.

**DSC**

Assist Contractor in identifying foodservice-related equipment owned by DSC to which Contractor has full access to carry out its responsibilities under the Contract. (Contractor will be responsible to provide all small wares, china and other equipment to operate in all venues.)

Coordinate with Contractor on proposed changes, additions, or replacements to facilities and equipment.

Assist Contractor in coordination and communication with catering customers who have upcoming scheduled events on Campuses.
**Following Operational Start-up**

Upon formal assumption of day-to-day management by the Contractor, key responsibilities of the parties include the following.

**Contractor**

Upon approval of DSC, Contractor shall procure and provide needed non-disposable small wares and operating equipment (glassware, china, flatware, serving and kitchen utensils, and catering wares) necessary to fully operate all venues.

Coordinate with the College to develop and implement a comprehensive preventive maintenance and service program for foodservice and vending equipment.

Provide daily cleaning and sanitation of all foodservice areas managed or occupied by the Contractor. This will include receiving and loading docks dedicated to foodservices; service corridors dedicated to foodservices; food and beverage storage areas; employee locker, changing, and toilet facilities; kitchens; serving area equipment and spaces; and foodservice dining areas. Duties shall include, but not be limited to, wiping and cleaning tables and chairs in dining and seating areas before, during, and after service hours; removing trash from receptacles; daily sweeping and mopping of floors; and periodic after-hours cleaning of contracted kitchen and serving areas.

Coordinate with the College to establish regular professional extermination services for all foodservice spaces. DSC reserves the right to examine records of said service.

Identify foodservice and vending equipment replacements or additions that, in Contractor’s opinion, are necessary to maintain or improve operational efficiency and excellent customer service. Make recommendations to DSC on such replacements or additions, with justification, cost estimates, and proposed timing.

Implement and administer personnel training programs and supervision practices that comply with federal workplace standards, and coordinate with the College to ensure staff are trained with respect to the College’s policies and procedures for employee conduct and harassment.

Maintain a dining service Web site that is informative, up-to-date, and accurate. Include on the site information such as menus (including nutrition information), meal plans, catering, operating hours, special events, promotions, Contractor’s staff nutritionist, and accommodations for special dietary needs.

For DSC internal catering services, submit invoices directly to DSC Accounts Payable Department. For external clients, submit invoices directly to the external clients that have used Contractor’s catering services on any of DSC’s Campuses (send a secondary copy of the invoice to the College’s Event Management Planner). Provide a monthly report of all catered events (internal and external). Reports at a minimum shall include Event Title, Event Date, External Agency or DSC Department Requesting Event, Services Requested (lunch, dinner, refreshments, etc.), Invoice Number, and Invoice Amount.

Provide, on a schedule determined by the College, timely and accurate monthly and annual reports on overall financial performance (e.g., monthly income and expense statements) of DSC Dining and Vending Services. Reports must include all dining, vending and catering sales. Catering sales shall include both internal College catered events as well as catered events occurring on DSCs Campuses by external non-College entities. The College requests full transparency of all revenues collected and expects Contractor to respond on a timely basis to any unscheduled requests by DSC of data and information regarding Dining, Vending and Catering Services. During the term of the
Contract, any changes made to a previous month’s operating statement must be documented and the reasons for the adjustment provided to the College in writing prior to adjustments being made. Any adjustments will require College approval.

Work cooperatively with College personnel during renovation of existing foodservice facilities and during construction of new foodservice facilities on the Campuses. This may require provision of temporary facilities or services, depending on the extent of impact on current services to the Campuses. DSC will take all steps to communicate fully and in advance with the Contractor on renovation or construction issues that affect the spaces in which they operate, thus enabling the Contractor to schedule its staff, anticipate business volumes and patterns, and soundly manage its business until renovations or new construction are completed.

**DSC**

Allow, at no cost to the Contractor, their access to and use of food storage, preparation, cooking, and serving facilities on the Campuses, which contain an inventory of foodservice equipment adequate to meet customer demand.

Allow the Contractor, and at certain times their suppliers and vendors, adequate ingress and egress to facilities and spaces needed by the Contractor and their suppliers to perform their services, including exterior service drives and pathways, building receiving docks, and interior building corridors, elevators, and stairways.

Maintain frequent, clear, and ample communication with the Contractor on expectations of the DSC community, particularly pertaining to students’ day-to-day needs and to on-campus catering requirements.

Coordinate closely with the Contractor on catering event bookings, room/space assignments, use of outside rental sources, and catering menus and guides needed by event planners.

Provide, at no cost to Contractor, all utilities (except telephone, internet services, computer hardware, software, or technical support) and services needed to manage the foodservice facilities on the Campuses. At a minimum, these will include:
- Water
- Sewer
- Electric
- Natural gas
- Heat/air conditioning
- Light bulb replacement
- Grease trap maintenance

Replace, at no cost to Contractor, furniture, fixtures, and finishes in public spaces and customer serving and seating areas.

Provide and maintain building infrastructure and systems, including electrical, hot water, and HVAC.

Maintain a service contract for the fire suppression systems in the campus foodservice facilities.

Arrange and assume the cost of trash collection and removal from designated building locations that support foodservice facilities managed by the Contractor. Trash will include all dry and wet food trash, paper, and general non-food trash.
Coordinate the provision of janitorial services and trash pick-up and removal following catered events conducted by off-campus caterers. Contractor will be responsible for cleanup and removal of all equipment, dishware, products, etc. used for each event.

Provide preventive maintenance for refrigeration equipment and exhaust ventilation systems in foodservice facilities managed by Contractor.

Coordinate with the Contractor to develop and implement a comprehensive preventive maintenance and service program for foodservice. Provide oversight and review of Contractor’s preventive maintenance program for vending equipment.

Provide, through College personnel or a contracted service provider, periodic heavy cleaning of the foodservice facilities, including walls, ceilings, windows, window coverings, floors, grease exhaust ductwork, and HVAC ductwork.

1.8 Furniture, Fixtures, and Equipment
DSC will provide the Contractor for their exclusive use foodservice facilities and equipment (excluding telephone, internet services, computer hardware, software or technical support), as they currently exist. This includes all major, fixed foodservice equipment, kitchen utensils, and fixtures and furnishings in all customer service and seating areas. DSC provides furniture for customer dining areas on campus.

When catered events require equipment, service wares, tables, chairs, risers, podiums, mobile bars and other items that exceed the “par inventory” of such items provided by DSC to the Contractor, the Contractor or event sponsor/host will be responsible for arranging for additional furniture and catering equipment to meet the event’s requirements. Rental charges will apply when the Contractor secures additional furniture and catering equipment through off-campus rental sources. The costs associated with such rentals, if incurred by the Contractor, will be included in catering event billings submitted to DSC.

The Contractor will be responsible to provide all operating small wares, utensils, and kitchen and catering wares to meet the day-to-day demands of the DSC community. The Contractor will be responsible to procure or replenish these items for the Contractor’s use when inventory is inadequate or inappropriate in order to deliver excellent service to the Campuses.

1.9 Contract Terms and Conditions
The successful respondent to this ITN will be required to sign a College Contract for Services, the terms and conditions for which are incorporated herein. Additional terms and conditions may be added by mutual agreement of the parties.

This ITN, any addendum, any amendments, the bidder’s response, all additional agreements and stipulations, and the results of any final negotiations will constitute the final contract. Any changes to the Contract must be agreed to, in writing, by both parties prior to their inclusion in the Contract.

The Contractor shall comply with all Terms and Conditions set forth by the College as listed in this section and those agreed upon during negotiations. Any exceptions taken to initial terms and conditions as listed in this ITN gives DSC the right to reject a Proposal Response.

Negotiations on the Proposal Response that receives the highest evaluation by the College will be conducted to resolve differences, issues and informalities that do not materially alter the Bidder’s offer.

Term
The term of the Contract (to be prepared by the College and signed by the College and the selected contractor) will be for five (5) years beginning January 1, 2019, and ending December 31, 2024. The Contract may be renewed by mutual agreement for five (1) one-year periods (each a “Renewal Term”), unless either party provides the other party with one hundred eighty (180) days written notice of non-renewal prior
to the expiration of the Term or Renewal Term. Such extension of the Contract will require mutual acceptance by both parties of Contract terms, including financial terms, which may differ from terms that apply for the base Contract period.

Termination
Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for management and operation of dining and vending services for Daytona State College. If Contractor fails to fulfill or perform any material obligation of the Contractor under the Contract (to be established upon College’s selection of a Contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from College to the Contractor informing Contractor of its failure to fulfill or perform said material obligation, then College may terminate the Contract by providing Contractor with written notice (the "Termination Notice").

The College may terminate the Contract at any time by providing Contractor with one hundred-twenty (120) days written notice.

The College may terminate the Contract immediately upon written notice to Contractor if the Contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against Contractor, a receiver is appointed, or if any substantial part of Contractor’s assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

Financial Terms
DSC will require the Contractor to exercise the highest levels of management skill in controlling and monitoring the cost of foodservice operations on the Campuses, while assuring excellent customer service and product quality. Detailed and complete records of all revenues and operating expenses incurred in the interest of the foodservice operations on the Campuses will be required of the Contractor.

The financial terms of the Contract will be on a “profit and loss” basis, whereby the Contractor assumes all risk for financial gain or loss from operations. Such gain or loss will result from the combination of Contractor’s gross revenues derived from its services on the DSC Campuses and total operating expenses (variable and fixed) that Contractor incurs to fulfill its management responsibilities at DSC.

The College will entertain offers from Bidders of capital contribution for new or replacement foodservice equipment and facility renovation or new construction, including installation and complete facilities fit-out. Offers may be considered if, in the judgment of DSC, there would be advantage to the College and the campus community.

Financial terms of the Contract will reflect the Contractor’s infusion of capital for foodservice equipment purchases or facility renovations or installation, whenever that occurs during the term of the Contract.

Contractor’s Use of Facilities
Contractor will not be permitted to use DSC’s foodservice facilities to support non-DSC off-campus catering, retail foodservices, or other types of foodservices for which the Contractor has management responsibility. Support of such off-premise catering and operations may compromise services the Contractor provides to the DSC community and its visitors. Additionally, DSC will not absorb the cost of utilities, janitorial services, and building maintenance associated with the Contractor’s off-campus catering and foodservice activities.

Management Exclusivity
DSC will grant to the Contractor the exclusive privilege of managing all Campus Dining and Vending Services, with the exception of beverage machine vending, food trucks, and some types of catering (see below). The Contractor’s management responsibilities will not constitute absolute exclusivity to manage all
food and beverage services and facilities on the Campuses. The College or its representatives will consider exceptions on a case-by-case basis.

The College will extend exclusive rights to the Contractor for all catering on DSC Campuses with a per-event value of $1,000 or greater. Catered events on DSC Campuses with a per-event value up to $1,000 may be managed by the Contractor or by off-premise caterers, at the discretion of DSC event and meeting planners who host and organize those events. Under all circumstances involving catered events on DSC Campuses, and when necessary, it will be at the College President’s discretion to make a final decision on the caterer selection.

Insurance
a. Liability, Insurance, Licenses And Permits. Where contractors are required to enter or go onto the College property to deliver materials or perform work or services as a result of a Proposal award, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The Contractor shall be liable for any damages or loss to the Board occasioned by negligence of Contractor (or agent) or any person the Contractor has designated in the completion of the Contract as a result of Contractor’s Proposal.

b. Requirements. During the performance of the services under this Contract, the firm shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:
   A. Minimum Limits:
      1. General Liability Insurance with all of the following:
         a. Bodily injury limits of not less than $1,000,000 for each occurrence/$2,000,000 aggregate
         b. Property damage limits of not less than $1,000,000 for each occurrence/$2,000,000 aggregate
      2. Automobile Liability Insurance with all of the following:
         a. Bodily injury limits of not less than $500,000 for each person
         b. Not less than $500,000 for each incident
         c. Property damage limits of not less than $500,000 for each accident
      3. Workers’ Compensation Insurance in accordance with statutory requirements, as well as the following:
         a. Employer’s liability insurance with limits of not less than $100,000 for each accident
         b. $100,000 for each disease
         c. $500,000 aggregate
      4. Professional Liability, when applicable for services provided, not less than $1,000,000 per occurrence/$2,000,000 aggregate
   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. All policies must be acceptable in the sole discretion of the College. Policies for Worker’s Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
      3. Contractor shall furnish to College Certificates of Insurance that 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 the College.
      4. Contractor shall include College as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. If an “ACCORD” Certificate of Liability Insurance form is used by the firm’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.

5. Contractor shall not commence work under this Contract until all insurance required as stated herein has been obtained and College has approved such insurance.

6. “Claims made” insurance policies are not acceptable.

c. **Misrepresentation.** Misrepresentation of any material fact, whether intentional or not, regarding the firm’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Contract.

d. **Governmental Entities.** In the event the firm is a governmental entity, different insurance requirements may apply.

**Severability**
If any provision of a contract resulting from this ITN is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Contract.

**Assignment of Contract**
Neither this ITN nor any duties or obligations assumed under the Contract resulting from this ITN shall be assigned by the Contractor without prior written consent of the College.

**Compliance / Familiarity with All Laws**
All contractors are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this ITN. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.

**Governing Law**
The Contract resulting from this ITN, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. The College and Contractor shall agree that venue shall lie in Volusia County, Florida.

**Indemnification Requirements**
Contractor shall indemnify, hold harmless and defend the College, its Trustees, officers, authorized agents, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees and costs arising out of or resulting from the performance of services required under the Contract. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

**Ownership of Work Products**
College will be considered the owner of all work products produced under the Contract that results from this ITN.

**Contractual Agreement**
The ITN in its entirety shall be included and incorporated in the final contract awarded as a result of this ITN. The order for Contractprecedence will be the Contract, Proposal document and response. Any and all legal actions associated with this ITN and/or the Contract shall be governed by the laws of the State of Florida. In the event the language in the Contract itself should conflict with the terms of this ITN, the Contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this ITN. The College reserves the right to enter into one contract with a single contractor for all services, or award multiple contracts to multiple contractors, whichever is in the best interest of the College and based on the criteria
Contractor’s Use of Subcontractors
Where Contractor does not have the capability or time to complete work required under the Contract, use of subcontractors will be permitted only with the prior knowledge and written approval of the College. Therefore, the name(s) of any subcontractor(s) contemplated by the bidder to be used under the Contract will be included as part of the bidder’s Proposal response. This process is needed so that the College can be assured and in agreement that the subcontractor(s) can complete their assigned work to the desired quality and in a timely manner.

Contractor Staffing Requirements
a. Employee Conduct
Contractor shall be responsible for the actions of its employees, agents, and independent subcontractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons or organizations. While on the College’s premises, all employees, agents and independent subcontractors of the Contractor shall comply with all applicable College policies and procedures. Contractor shall be required to remove any such employee, agent, or independent subcontractor from College premises or property at the College’s request.

b. Equal Opportunity
The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, national origin, ethnicity, age, sex, gender, veterans’ or military status, disability, sexual orientation, genetic information, marital status, or any other factor protected under applicable federal, state, and local laws, rules, and regulations. Contractor agrees to make no distinction in its employment practices on the basis of race, color, religion, national origin, ethnicity, age, sex, gender, veterans’ or military status, disability, sexual orientation, genetic information, marital status, or any other factor protected under applicable federal, state, and local laws, rules, and regulations in such practices. Contractor agrees to adhere to any and all applicable State and Federal Civil Rights Laws.

c. Anti-Discrimination
Contractor certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

d. ADA
Contractor shall comply with the Americans with Disabilities Act (ADA).

e. Employment Laws
Contractor shall comply with all state and federal employment requirements.

f. Tobacco Free College
Tobacco of any kind, in any form is prohibited at Daytona State College. This includes but is not limited to tobacco used in cigarettes, cigars, pipes, and electronic cigarettes. Snuff, chewing tobacco, and other tobacco products are also prohibited. The use of tobacco of any kind shall be prohibited on all College owned, operated, leased, and/or controlled properties and facilities such as: buildings, bridges, walkways, sidewalks, parking lots and garages, on-campus streets and driveways, grounds, and exterior open spaces.

g. Verification of Employment
In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all persons employed during the Contract Term by the Contractor to perform employment duties within Florida and all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Contract with Daytona State College.
h. Background Checks
Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of Contractor’s employees, agents, or independent subcontractors. The Contractor shall provide background checks to the College for all of the Contractor’s employees, agents, or independent subcontractors working at the College. Contractor shall be required to remove any such employee, agent, or independent subcontractor from the College at the College’s request should the College determine, at its sole discretion, that a background check is unsatisfactory.

Performance Bond
Contractor shall furnish with the executed Contract a Performance Bond for an amount mutually acceptable to both parties renewable each year of the Contract Term. The Performance Bond shall be executed upon the “PERFORMANCE BOND” form provided with the Contract document, which shall be filled out properly, be signed in longhand, witnessed, and submitted with and as part of the Contract. The Performance Bond shall be with a surety company qualified to do business in the State of Florida. Contractor shall pay all premiums for the Performance Bond.

Menu Prices
DSC will reserve the right to review and approve, prior to implementation, all menu prices in the Dining, Vending, and Catering Services venues on the Campuses.

1.10 Reporting
The Contractor will submit to the College, at a minimum on a monthly basis, records from the preceding month’s activity to include the following:

- Customer or transaction counts (daily counts [#] for each foodservice operation, concession stand, vending machine, kiosk and mobile food truck, by meal period) and total sales ($) for each location/outlet.
- Catering sales ($) and guest counts (#) per event for both College and non-College catered events. The College expects full transparency of revenue collected for all catered events.

Contractor shall keep accurate and complete written records of all revenues and expenses in connection with the operation of DSC Dining and Vending Services, for the current fiscal year and for a minimum of six (6) previous years.

Monthly reports will include full sales reports for all manual foodservice operations, all catered events (College and non-College), concession stands, and vending operations. Commission amounts per operation will accompany Contractor’s monthly sales reports. Contractor will submit other reports as requested by DSC’s Executive Director of Business Services.

Commissions shall be calculated monthly. Each month’s commissions shall be remitted not later than the 20th day of the following month. Commission checks shall be made payable to Daytona State College and forwarded to the Executive Director of Business Services. Said commission checks shall be substantiated by detailed operating statements for all foodservice operations managed by the Contractor, showing gross sales and variable and fixed operating expenses derived from the manual food operations, concessions, vending, and catering services (both College and non-College caterings).
II. DESCRIPTION OF CAMPUS FOOD AND BEVERAGE OPERATIONS

2.1 Goals and Priorities

Dining and Vending Services at DSC are provided to meet the needs of students, faculty members, administrators, staff, and visitors to the Campuses. The most important roles for DSC’s Dining and Vending Services are:

- Enhance and contribute positively to the daily experiences on campus of the DSC community.
- Facilitate and promote the collegial interaction of students, faculty members, administrators and staff.
- Represent the College in a positive manner that supports and enhances the institution’s a) market position, b) enrollment and retention rates, c) appeal to prospective students and d) goals as an institution in Florida’s state colleges system.
- Offer a variety of menu options that appeal to the diverse composition of the DSC community, are competitively priced, are offered at convenient locations and times, and represent high quality, nutritious ingredients and preparation techniques.
- Provide catering services, often on short notice, that meet customers’ budgetary, menu, and service needs.
- Provide the Campuses with easy and convenient access to snacks and light meal alternatives through snack vending machines on all of the College’s Campuses. Beverage vending is not included in the scope of this ITN and should not be addressed as a responsibility of the Contractor.
- Enhance athletic and hosted events through the operation of concessions at designated locations on the Campuses.

Among the most important priorities for foodservices at DSC are:

- Meet students’ day-to-day needs for meals, refreshments, and snacks while they are on campus.
- Offer DSC students, staff and faculty access to reasonably-priced, healthy, and appealing meals when they are on campus.
- Accommodate the wide range of dietary needs of the campus community by offering a variety of appealing and healthy foods that are properly handled, accurately labeled, and safe to consume by persons with food allergies.
- Deliver a wide range of catering that, in all respects, satisfies the customer’s needs.
- Constantly provide professional, courteous, and prompt service.
- Maintain high standards for sanitation and cleaning practices.
- Generate an operating surplus that includes commission payments by the Contractor to the College.
- Work with the College to develop standards for resource conservation and environmental protection through the implementation and management of a comprehensive sustainability program.
- Develop and market a successful meal plan program for students, faculty and staff.
- Work with the Athletics Department on the continuation of a student-athlete meal plan to ensure healthy options for those students.
- All catering events, hosted by internal and external clients, held on any DSC campus must be coordinated with the College’s event management planner.
- Work with College’s event management planner to provide quality catering services for all events on DSC’s Campuses.

Any Bidder responding to this ITN must understand DSC’s intention to identify a strategic partner with whom the institution can associate on all matters pertaining to a successful Dining and Vending Services program. To succeed at DSC, the Contractor must be nimble and able to respond quickly to student, faculty, staff and administrator requests, produce imaginative and creative menus, be knowledgeable of food trends and nutrition, and attend closely to cost controls.
Mission Statement and Core Values

Daytona State College Dining Services Mission Statement
Provide a balanced food service program that meets the nutritional, educational, and social needs of students and the College community. Guiding principles of the operation support and complement the College’s overall mission of providing access to a range of flexible programs from community enrichment to the baccalaureate degree, emphasizing student success and embracing excellence and diversity.

Core Values Statement

Core Values by which Dining Services are managed at Daytona State College:

- Serve fresh, healthy and appetizing food.
- Provide outstanding products and services to achieve a high level of customer satisfaction.
- Operate clean, well-maintained and attractive facilities in compliance with code requirements.
- Deliver professional, efficient and valued service for internal and external customers.
- Maintain a culture of civility, teamwork, collaboration, respect for diversity, and promotion of personal and professional growth.
- Apply fiscal decisions, controls and business processes that embody ethical, responsible and efficient practices.
- Seek new opportunities to enhance partnerships within the local community.
- Make environmentally responsible decisions and follow practices accordingly.
- Perform at an optimum level with integrity, thereby setting and following best practices in college food services.

2.2 Facilities and Operations

Listed in this section are Dining Services facilities on DSC’s Campuses, including those currently in operation, those under construction, and locations subject to be re-opened contingent on proposal and profitability. Bidders should visit the Campuses and physically observe the foodservice facilities prior to preparing proposals. Bidders are encouraged to be creative and innovative in proposing changes or enhancements from what currently exists on the Campuses for consideration by the College.

The facilities and services described below are subject to change according to decisions by DSC or plans jointly developed by the College and the Contractor over the contract term. Maps for all of DSC Campuses can be found on the College’s website at http://www.daytonastate.edu/maps/index.html

Daytona Beach campus

The Smart Market, ground floor, Lenholt Student Center (Building 130)

- The largest dining facility on campus.
- The servery contains several counter stations, hot and cold beverage dispensers, refrigerated food cases and ambient food displays.
- The current servery menu concepts include:
  - Hot entrees, “comfort foods” and side dishes (including breakfast dishes)
  - Grill
  - Pizza and pastas
  - Made-to-order deli sandwiches
  - Self-serve salad bar
  - Soups and chili
  - Baked goods and desserts
  - Hand fruits
  - Pre-made, refrigerated grab and go items
- Support space behind the servery includes a full-service kitchen with dry, refrigerated and frozen storage, ware washing, and offices.
Daytona State College – Dining & Vending Services ITN

- Disposable single-service wares (forks, knives, spoons, plates, bowls, drink cups) are used for service of food items and drinks.
- The operation is a trayless facility.
- 2 cashier stations with point-of-sale terminals.
- Methods of payment currently accepted: Cash, credit/debit cards, DSC Dining Dollars (declining balance plan), and DSC Block Plans.
- The facility has a dining area adjacent to the servery. Approximate seating capacity: 170.

**Operating hours**

**Academic Year**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Friday</td>
<td>7:00 am – 1:30 pm</td>
</tr>
<tr>
<td>Saturday, Sunday</td>
<td>Closed</td>
</tr>
</tbody>
</table>

**Summer 2018 (May 15 – Aug. 24)**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Thursday</td>
<td>8:00 am – 1:30 pm</td>
</tr>
<tr>
<td>Friday, Saturday, Sunday</td>
<td>Closed</td>
</tr>
</tbody>
</table>

*Note:* This foodservice unit will be closed and replaced by a dining venue in the new Student Center when it opens (scheduled for January 2019).

**The Bean, Karl Learning Resources Center (Building 210)**

- This limited-service unit offers:
  - Starbucks regular and espresso coffee drinks
  - Pre-made grab and go snacks and meal items
  - Dry snacks
  - Pastries
  - Bottled cold drinks
- All food and drink purchases are for carryout. There are +/- 15 seats in The Bean.

**Operating hours**

**Academic Year**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**Summer 2018 (May 15 – Aug. 24)**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Thursday</td>
<td>9:00 am – 1:00 pm</td>
</tr>
<tr>
<td>Friday, Saturday, Sunday</td>
<td>Closed</td>
</tr>
</tbody>
</table>

*Note:* This foodservice unit will be closed when the new Student Center opens. A small coffee shop will be located in the new Student Center.

**500 Snack Shop, ground floor, Baker Academic Support Center (Building 500)**

- This limited-service unit offers:
  - Starbucks fresh-brewed coffee
  - Pre-made grab and go snacks and meal items
  - Dry snacks
  - Pastries
  - Bottled cold drinks
- All food and drink purchases are for carryout. There is no seating within The 500 Snack Shop though seating is available in the adjacent building lobby.

**Operating hours**

**Academic Year**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Thursday</td>
<td>9:00 am – 2:00 pm</td>
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<td>Closed</td>
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</table>

**Summer 2018 (May 15 – Aug. 24)**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Friday</td>
<td>Closed</td>
</tr>
<tr>
<td>Saturday, Sunday</td>
<td>Closed</td>
</tr>
</tbody>
</table>
Athletic Facility Concession Stands
- The Contractor will be responsible for staffing and managing the following concession stands on the Daytona Beach campus:
  - Baseball field – One (1) Stand.
  - Softball field – One (1) Stand.
  - Soccer field – One (1) Stand.
  - Basketball/Volleyball arena (Lemerand Center, Building 130) – One (1) Stand.

Concession stands at these facilities shall be open and operating during all collegiate competitions and other hosted events. The College’s Athletic Department will coordinate schedules and menu options with the Contractor.

- Typical menu items available for purchase at all concession stands include: hot dogs, pretzels, popcorn, candy, bags of potato chips, water, soda, and sports drinks. Menu items can be added, deleted or substituted with prior permission from the DSC Athletics Department. Prior to each athletic season, the Contractor shall present a menu for each concession stand location to the DSC Athletics Department for approval.

Facilities Currently Under Construction or in Design / Daytona Beach campus

<table>
<thead>
<tr>
<th>Location</th>
<th>Operations type</th>
<th>Projected Opening Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Student Center</td>
<td>Multi-station food court (see PDF of floor plan)</td>
<td>January 2019</td>
</tr>
<tr>
<td>New Student Center</td>
<td>Coffee bar/lounge (see PDF of floor plan)</td>
<td>January 2019</td>
</tr>
</tbody>
</table>

Meal Plans
Currently, DSC students, faculty and staff on the Daytona Beach campus may purchase meal plans of two types –
- Dining Dollars, which is a declining balance plan and provides a 10% discount off the menu prices for food and beverage purchases.
- Block Plans that provide 50, 75 or 100 meals per semester at any of the Daytona Beach campus’s three dining venues.

In the fiscal year 2017-2018, the College just implemented meal plan options. It is a new program, and it is anticipated with the opening of the new food service venues in January 2019 that meal plans will be more widely launched and promoted. The Bidder is expected to include in their proposal options for meal plans and promotional concepts to launch a meal plan program.

Athletic Department meal plans
DSC student-athletes depend each day on the DSC cafe meal plan to fuel their bodies with energy and to get the nutrients they need for building a healthy immune system, muscle recovery, and healing injuries. The Contractor will work with DSC Athletics to ensure nutrition recommendations and guidelines are being met. It is essential to the overall health and wellbeing of DSC student-athletes that the cafe offers a meal plan that meets these and other nutritional needs. Recommendations include, but are not limited to:

- Meals for breakfast and lunch should provide 800-1000 calories each. They should be an excellent source of Vitamin A, C, and D and the minerals iron and potassium.
- Meals should be high in quality protein.
- Meals should be balanced and represent healthier options from all food groups. Options should be provided to allow for special dietary restrictions.
- Fresh food, not heavily processed. Junk food should NOT be offered on the meal plan.
- Healthy grab and go snacks for athletes on the run – yogurts, cheese sticks, nuts, sports bars, hand fruits, fruit cup, salads with protein, wraps, etc.
Student-athletes on scholarship are provided meal plans at no cost. As many as 112 scholarship athletes may be on meal plans each academic year, which breaks down by sport as follows:

- Baseball – 16
- Softball – 16
- Men’s Basketball – 12
- Women’s Basketball – 12
- Women’s Golf – 8
- Volleyball – 16
- Women’s Soccer – 16
- Men’s Soccer – 16
- Men’s Cross Country – TBD*
- Women’s Cross Country – TBD*

* DSC will be adding Men’s and Women’s Cross Country to the athletic program. Several of these students will be eligible for meal plans via scholarships. The number of Cross Country student eligible for scholarship sponsored meal plans is yet to be determined.

Non-scholarship, walk-on athletes may also purchase meal plans. In FY18, the Daytona Beach campus had approximately 35 walk-on student-athletes.

**Snack Vending:**

**Snack Vending Machines, Daytona Beach Campus**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LOCATION</th>
<th>QTY</th>
<th>MFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Food</td>
<td>Daytona - Bldg 130</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 320</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 500</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td>Hot Cups</td>
<td>Daytona - Bldg 320</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td>Snacks</td>
<td>Daytona - Bldg 100</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 1100</td>
<td>1</td>
<td>A/P</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 130</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 130</td>
<td>1</td>
<td>A/P</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 150</td>
<td>1</td>
<td>A/P</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 300</td>
<td>1</td>
<td>A/P</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 310</td>
<td>1</td>
<td>A/P</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 320</td>
<td>3</td>
<td>National</td>
</tr>
<tr>
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<td>Daytona - Bldg 430</td>
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<td></td>
<td>Daytona - Bldg 500</td>
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<tr>
<td></td>
<td>Daytona - Bldg 510</td>
<td>1</td>
<td>A/P</td>
</tr>
<tr>
<td></td>
<td>Daytona - Bldg 530</td>
<td>1</td>
<td>A/P</td>
</tr>
</tbody>
</table>
Advanced Technology College (ATC)

Cafe - Closed summer 2017. The College requests this venue be analyzed by Bidders. As part of proposal responses, if deemed feasible based on Bidder’s analysis, an option should be provided to reopen this facility. Option shall include proposed ideas and concepts to successfully manage and operate this facility.

Catered services as requested.

### Snack Vending Machines, ATC

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LOCATION</th>
<th>QTY</th>
<th>MFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Food</td>
<td>ATC 1st floor</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td>Hot Cups</td>
<td>ATC 1st floor</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td>Snacks</td>
<td>ATC 1st floor</td>
<td>2</td>
<td>A/P</td>
</tr>
</tbody>
</table>

News-Journal Center at Daytona State

Catering services and concession counters for DSC performing arts events and programs. Also, many external clients host events at this facility and utilize catering services.

### Snack Vending Machines, News-Journal Center

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LOCATION</th>
<th>QTY</th>
<th>MFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snacks</td>
<td>News-Journal Center</td>
<td>1</td>
<td>A/P</td>
</tr>
</tbody>
</table>

New Smyrna Beach – Edgewater

Catering services as requested.

Grab and go food convenience section in bookstore (managed under Follett contract).

### Snack Vending Machines, New Smyrna Beach – Edgewater Campus

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LOCATION</th>
<th>QTY</th>
<th>MFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snacks</td>
<td>N. Smyrna</td>
<td>2</td>
<td>A/P</td>
</tr>
</tbody>
</table>

Deltona Campus

Catering services as requested.

No formal plans have been made at this time but if this campus continues to grow, the College may plan additional academic spaces in a new building.

### Snack Vending Machines, Deltona Campus

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LOCATION</th>
<th>QTY</th>
<th>MFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Food</td>
<td>Deltona</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td>Snacks</td>
<td>Deltona</td>
<td>1</td>
<td>A/P</td>
</tr>
<tr>
<td>Snacks</td>
<td>Deltona</td>
<td>2</td>
<td>National</td>
</tr>
</tbody>
</table>
DeLand Campus
Catering services as requested.

Grab and go convenience food section in bookstore (managed under Follett contract).

Snack Vending Machines, DeLand Campus

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LOCATION</th>
<th>QTY</th>
<th>MAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snacks</td>
<td>Deland</td>
<td>2</td>
<td>National</td>
</tr>
<tr>
<td>Snacks</td>
<td>Deland</td>
<td>1</td>
<td>A/P</td>
</tr>
</tbody>
</table>

Flagler/Palm Coast Campus
Catering as requested.

Grab and go convenience food section in bookstore (managed under Follett contract).

Snack Vending Machines, Flagler/Palm Coast Campus

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LOCATION</th>
<th>QTY</th>
<th>MFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snacks</td>
<td>Palm Coast</td>
<td>1</td>
<td>National</td>
</tr>
<tr>
<td>Snacks</td>
<td>Palm Coast</td>
<td>1</td>
<td>A/P</td>
</tr>
</tbody>
</table>

Catering
The College’s faculty, administrators, Board of Trustees, students and staff conduct activities throughout the year that involve catering across all seven campuses.

* Catering requirements include, but are not limited to, the following:
  - Meeting refreshments and snacks – coffees, tea, soft drinks, water, bagels/muffins, chips, pretzels, cookies, brownies and fruits.
  - Buffet breakfasts – hot dishes and sandwiches, pastries/muffins/bagels, coffees, tea, soft drinks and water.
  - Buffet and served luncheons and dinners.
  - Receptions – hot and cold hors d’oeuvres, beer and wine.
  - High-end events hosted by DSC’s President
  - Large-scale events associated with the academic calendar, including Commencement luncheons, ‘Welcome Back’ events, alumni dinners, and receptions.
  - Student organization events – pizza, sandwiches, snacks, baked goods and soft drinks.

* The table below depicts examples of catering events held at the various campuses and the frequency of these events. The College holds and hosts many additional events not listed in this table that require catering services.

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Bldg No.</th>
<th>Campus:</th>
<th>Event Title:</th>
<th>Attendees:</th>
<th>Frequency:</th>
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</thead>
<tbody>
<tr>
<td>Hosseini Center</td>
<td>1200</td>
<td>Daytona Beach</td>
<td>Academic Symposium</td>
<td>150</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Alpha Delta Nu Pinning Ceremony</td>
<td>100</td>
<td>2/Year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Career Services Job Fair</td>
<td>100</td>
<td>Multiple</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Foundation Gala</td>
<td>320</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WISE Committee Meetings</td>
<td>12</td>
<td>Multiple</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Women's History Lunch</td>
<td>320</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Staff Education Days</td>
<td>250</td>
<td>2/Year</td>
</tr>
<tr>
<td>Location</td>
<td>Capacity</td>
<td>Campus</td>
<td>Event Description</td>
<td>Frequency</td>
<td>Notes</td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------</td>
<td>--------------</td>
<td>---------------------------------------------------------------</td>
<td>---------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Wetherell Center</td>
<td>100</td>
<td>Daytona Beach</td>
<td>Admissions Enrollment Days</td>
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<td></td>
<td>President's Office Luncheons</td>
<td>2-9</td>
<td>Multiple</td>
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<td></td>
<td></td>
<td></td>
<td>Student Welcome Back</td>
<td>200-500</td>
<td>2/Year</td>
</tr>
<tr>
<td>Soccer Stadium</td>
<td>470</td>
<td>Daytona Beach</td>
<td>Alumni Homecoming Tailgate Party</td>
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<td></td>
<td></td>
<td></td>
<td>Career Services Job Fair</td>
<td>400</td>
<td>Annual</td>
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<td>Lemerand Center</td>
<td>310</td>
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<td>CEO Xchange Monthly Meetings</td>
<td>12</td>
<td>Monthly</td>
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<td></td>
<td></td>
<td></td>
<td>Center for Women &amp; Men Board Meetings</td>
<td>15</td>
<td>Monthly</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Foundation Executive Board Meetings</td>
<td>15</td>
<td>Monthly</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Various Retreats</td>
<td>12</td>
<td>Multiple</td>
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<td>Conference Center</td>
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<td>Admissions Open House</td>
<td>120</td>
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</tr>
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<td></td>
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<td></td>
<td>Center for Women &amp; Men Board Meetings</td>
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<td></td>
<td></td>
<td></td>
<td>Foundation Executive Board Meetings</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Various Retreats</td>
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<td></td>
</tr>
<tr>
<td>UCF Hall</td>
<td>150</td>
<td>Daytona Beach</td>
<td>WISE Programs</td>
<td>15-25</td>
<td>Multiple</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Various Training Sessions</td>
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<td></td>
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<td></td>
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<td></td>
<td>Receptions</td>
<td>15-20</td>
<td>Multiple</td>
</tr>
<tr>
<td>Advanced Technology</td>
<td>ATC -</td>
<td>ATC -</td>
<td>ATC Admissions Open House</td>
<td>150</td>
<td>Annual</td>
</tr>
<tr>
<td>Center</td>
<td>Daytona</td>
<td>Daytona Beach</td>
<td>Carins Foundation Innovation Challenge</td>
<td>100</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td>Beach</td>
<td></td>
<td>Dual Enrollment Parent Night</td>
<td>100-150</td>
<td>Annual</td>
</tr>
<tr>
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<td>7</td>
<td>DeLand</td>
<td>Admissions Open House</td>
<td>150</td>
<td>2/Year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dual Enrollment Parent Night</td>
<td>100</td>
<td>Annual</td>
</tr>
<tr>
<td>Outside Patio</td>
<td></td>
<td>Deltona</td>
<td>Admissions Open House</td>
<td>200</td>
<td>2/Year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dual Enrollment Parent Night</td>
<td>100</td>
<td>Annual</td>
</tr>
<tr>
<td>Academic Hall</td>
<td>2</td>
<td>New Smyrna</td>
<td>Admissions Open House</td>
<td>150</td>
<td>2/Year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Beach-</td>
<td>Dual Enrollment Parent Night</td>
<td>100</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Edgewater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>News-Journal Center</td>
<td></td>
<td>NJC -</td>
<td>Admissions Open House</td>
<td>150</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Daytona</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Beach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Center Building</td>
<td>3</td>
<td>Flagler/Palm</td>
<td>Dual Enrollment Parent Night</td>
<td>100</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coast</td>
<td>Admissions Open House</td>
<td>150</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Given the wide variety of tastes, diets, budgets and religious dietary practices represented by the DSC community, it is imperative that the Contractor offer innovative catering services at prices that deliver high value to the customer.
- Events requiring specialized cuisines, recipes and dish presentations may require the Contractor to engage outside culinary staff that is skilled and familiar in the preparation and service of such foods and can provide their expertise on a part-time basis when needed.
- The standard method of catering service involves use of single-service disposable wares. Permanent wares (china, glassware, and flatware) may be chosen by the customer, for which a rental charge may be assessed.
- Invoices for College catered events on DSC’s Campuses are sent directly to DSC Accounting Department for processing and payment. For non-College catering for external groups, Contractor invoices directly to those parties and sends copies of invoices to the College’s Executive Director of Business Services.
- The College does not currently have a standing permit to serve alcohol. For the purposes of this ITN, the College requires that the Contractor obtain the appropriate permits from the city or county of...
jurisdiction of the campus at which events where alcohol will be served, regardless of service style (“cash” or “open” bar). The College requires that the same catering company provide food and alcoholic beverages. This ensures that there is an appropriate balance with the provision of alcohol and food service. Alcohol must be served by the caterer, and cannot be served by department or organization volunteers.

* The Contractor may use, when needed, off-campus catering production and support facilities it has access to in order to properly support events on the Campuses or at other College locations. Part-time, temporary, or additional staff hired or used to support these events must be in compliance with required background checks and other employment related standards and guidelines.

* Off-premise caterers that are engaged for special events and functions on the Campuses will have no access to DSC’s foodservice facilities (kitchens, storage, and serving facilities) managed by the Contractor.

* Currently, catering at DSC does not use an automated catering order and management system such as CaterTrax, Caterease, or similar system. The College would like to see Bidders’ offers to introduce such a system for use at DSC and underwrite the costs of the hardware and software installation and ongoing operation.

* The table below identifies some of the current spaces on DSC Campuses that are often used for catered events. Events are held in other spaces on each campus in addition to the spaces listed below.

<table>
<thead>
<tr>
<th>Building</th>
<th>Room</th>
<th>Capacity</th>
<th>Event Types Held</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Wetherell Center</td>
<td>402L</td>
<td>50</td>
<td>Board Meetings/Meetings/Receptions</td>
</tr>
<tr>
<td>100 Wetherell Center</td>
<td>Lobby</td>
<td>100</td>
<td>Open House/Enrollment Day</td>
</tr>
<tr>
<td>130 Lehnolt Student Center</td>
<td>149</td>
<td>94</td>
<td>Cafeteria Dining</td>
</tr>
<tr>
<td>130 Lehnolt Student Center</td>
<td>163</td>
<td>163</td>
<td>Cafeteria Dining</td>
</tr>
<tr>
<td>310 Lemerand Center</td>
<td>112</td>
<td>919</td>
<td>Gymnasium</td>
</tr>
<tr>
<td>1200 Hosseini Center</td>
<td>100</td>
<td>85</td>
<td>Receptions</td>
</tr>
<tr>
<td>1200 Hosseini Center</td>
<td>103</td>
<td>572</td>
<td>Banquets/Meetings</td>
</tr>
<tr>
<td>1200 Hosseini Center</td>
<td>108</td>
<td>200</td>
<td>Lectures/Banquets/Meetings/Receptions</td>
</tr>
<tr>
<td>1200 Hosseini Center</td>
<td>165</td>
<td>89</td>
<td>Banquets/Meetings/Receptions</td>
</tr>
<tr>
<td>150 UCF Theatre</td>
<td>Theatre</td>
<td>120</td>
<td>Banquets/Receptions/Trainings/Meetings</td>
</tr>
<tr>
<td>Conference Center, Bldg 640</td>
<td></td>
<td>20</td>
<td>Receptions/Banquets/Meetings</td>
</tr>
<tr>
<td>1200 Hosseini Center, Presidents</td>
<td>140</td>
<td>12</td>
<td>Board Lunches/Meetings</td>
</tr>
<tr>
<td>Dining Room</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clock Tower Square</td>
<td>Outdoors</td>
<td></td>
<td>Picnic/Outdoor Reception/Activities</td>
</tr>
<tr>
<td>The Landing</td>
<td>Outdoors</td>
<td></td>
<td>Picnic/Outdoor Reception/Activities</td>
</tr>
</tbody>
</table>
Machine Vending

Beverage vending is not included in the scope of this ITN. Beverage vending is currently managed by Coca-Cola.

A proposal for a snack vending program is a requirement of this ITN. Bidders may review the existing locations of vending machines as listed earlier in this ITN and, if desired, submit in the proposal response recommendations for changes. DSC will consider snack vending machine changes in quantities, types and locations proposed by Bidders.

Products dispensed from machines must be fresh (no stale or outdated merchandise), top grade and known to the general public by brand name or manufacturer. Contractor is expected to provide a wide variety of snacks and beverages, including healthy selections. Visual markers should be used by the Contractor to identify the healthy items. Contractor will use their best efforts to provide any additional varieties of products and package sizes that may be requested by DSC.

Bidders shall provide a full listing of all vended products to be sold that includes the product, brand, volume/weight, and retail price to the consumer. DSC reserves the right to prohibit the sale of chewing gum. Significant changes to proposed product selections or package sizes must be pre-approved by DSC.

DSC shall not be responsible for any damage to merchandise or equipment due to high ambient temperatures.

Bidders should submit a list of machines they will supply. These machines are required to be supplied and installed by the Contractor in “crate new” condition. All machines will be equipped with dollar bill, credit and debit card acceptors. Cigarette machines are not permitted, as DSC is smoke free. Tobacco sales and usage are prohibited anywhere on the Campuses. Bidders will indicate the number and type of brand new, from-the-factory machines to be installed. Any replacements of vending machines or additions of vending machines during the Contract Term shall also be with new machines or DSC approved like-new vending machines.

At no time during the Contract Term or renewals, will any vending machine be on location more than eight (8) years from date of installation. Exceptions may be granted at the sole discretion of DSC. The College
requires that all equipment and services be maintained at the then state-of-the-art condition over the entire term of the Contract.

The Contractor will post a notice on each vending machine that identifies the company name and procedure for submitting comments, complaints and obtaining refunds for lost money. Vending machines will not be operated in a "force vend" mode, machines will be programmed to return customers’ money, or credit card, if a selection is not available or voided.

The Contractor may not move or change machines without prior written approval by DSC. Unilateral placement or removal of vending machines by Contractor is not authorized. DSC reserves the right, at its sole discretion, to have any vending machines removed from DSC property. Ownership of all vending equipment shall remain with the Contractor. The Contractor assumes all risk of damage or theft, however, DSC will use reasonable precautions to protect the Contractor's equipment.

The Contractor is responsible for maintenance of the vending areas. In order to assure a high level of service, efficiency, cleanliness and attractiveness and to keep the facilities safe and sanitary, the Contractor has custodial maintenance responsibilities for these areas and is required to fulfill those responsibilities to the satisfaction of the College. The Contractor will be responsible for the frequent cleaning and servicing of all vending equipment and the routine cleaning of all vending areas including the removal of empty cartons to the outside College designated dumpster/trash collection receptacles. In all vending areas the Contractor is expected to conscientiously attend to spills. At least one time per year the Contractor will move the vending equipment and completely clean the floor and wall areas under and behind the vending equipment. Major custodial maintenance shall be scheduled during the slow sales period between the College's summer and fall academic terms.

The College is not responsible for any maintenance or repair of Contractor-owned equipment. The Contractor is responsible for providing an acceptable preventive maintenance and emergency twenty-four hour a day maintenance and repair program. A notice providing a repair service telephone number must be affixed to each vending machine, as well as directions for the customer as how to receive a refund. Contractor is required to be able to respond to service calls placed to that number twenty-four hours a day. Service calls on out-of-order vending machines must be provided within four (4) hours; much more rapid response is necessary during normal daytime operating hours. The Contractor will provide a communication dispatch system that enables vending supervisors and the emergency repair dispatcher to promptly contact vending machine attendants and machine mechanics utilizing radio- or telephone-equipped service trucks. The Contractor must maintain a record of service calls that includes the time and date of the call, action taken, and the time and date repairs were made. Said record must be furnished to the College upon request. Vending machines are to be reconditioned as part of the regular maintenance program or replaced at the discretion of the College.

Contractor shall send a repair technician, within four (4) hours of notification, to respond to any service or restocking call and commence corrective action. This response time shall apply to any service call between the hours of 7:00 am and 7:00 pm, Monday through Friday.

Contractor shall propose a policy outlining procedures for promptly handling emergency maintenance and repair services for night, weekends and holidays. The Contractor shall provide direct cell phone numbers of the responsible personnel to be contacted in the event of an emergency during non-operating hours.

Contractor agrees to hold DSC harmless from any loss or damage that may arise as a result of the failure of any utility. The Contractor will provide a local or toll free number on each vending machine that may be used for inquiries or reporting empty or out of order conditions or to call for refunds. The Contractor shall prominently display a numeric identification label on each individual machine.
Any piece of equipment that cannot be successfully repaired in forty-eight (48) hours of the report of its malfunction shall be removed from the premises and suitable replacement equipment shall be installed and put back in operation.

The Contractor shall establish and abide by a preventative maintenance program for all equipment and provide reports of same as may be requested by the College.

DSC shall have the right to inspect any and all vending equipment, inside and out, for sanitation and housekeeping reasons as the College deems appropriate. The Contractor will provide a designated representative with necessary means to access all vending machines at the College’s request.

In the future, DSC may opt to implement a one-card system for students living on-campus should student housing be developed on campus. If a one-card system is implemented, students will be able to make purchases at vending machines using their cards. This is not currently in place, thus Bidders should not assume a one-card system will be in place at the start or during the term of this Contract period. However, Bidders should be open to the concept and opportunity should the College opt to implement a one-card system.

Snack vending machines on DSC’s campuses do not currently utilize “Energy-Misers”, however, Bidders should include this as a feature in proposals for all vending machines under the new Contract.

Currently, Coca-Cola has an exclusive beverage contract with the College. The College is in the process of issuing a bid solicitation for a new beverage contract with an anticipated start date of January 1, 2019. The Contractor will be required to comply with any and all DSC beverage contracts and exclusivity agreements at the start and throughout the Term of the Dining and Vending Services Contract.

### 2.3 Pricing Objectives and Current Programs

Contractor will set menu prices at or below prices for comparable menu items at commercial establishments deemed competitive to DSC foodservices. Contractor shall provide a list of “competitive commercial establishments” to the College for review. The College retains the right to remove any commercial establishment from the list. All prices are subject to final review and approval by DSC. The College retains the final approval of all “competitive commercial establishments” used for comparable purposes, menu selection items, and menu prices.

**Price Increases**

The Contractor may request price increases from time to time, but at a maximum of once per year. Any general price increase requests must have proper supporting information and be submitted by July 1 for a potential increase by August 20. Any special price increase requests (involving cost increases due to extraordinary market conditions) must be submitted as they occur with proper explanatory backup information.

Backup information shall consist of documentation of cost increase history the Contractor has experienced. General price increase requests must also include the following: market basket comparison to nearby commercial operations deemed competitive, other comparable colleges/universities, and the amount of change in year to year Consumer Price Index (CPI). The College will review all requests and notify the Contractor of a decision to grant or deny requested price increases.

### 2.4 Historical Financial Performance of Dining and Vending Services

Shown in the table below are the combined annual revenues and expenses for i) dining, catering and snack vending services on the Daytona Beach campus and ii) snack vending and catering on all of the other DSC Campuses for the past three complete fiscal years (DSC fiscal years 2015, 2016 and 2017) plus FY18 through May 31, 2018. This information is provided to inform Bidders of food, snack vending, and catering revenue and expense volumes in the recent past. It is provided for reference purposes only. No representation or
Daytona State College – Dining & Vending Services ITN

warranty is made by DSC or any party representing DSC as to future revenues, operating expenses, or bottom-line results.

### DAYTONA STATE COLLEGE

Campus Food and Vending Services

Contractor's Annual Operating Statements: FY2015 - FY2018 Year-to-date

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sales</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Plan Sales</td>
<td>$11,037.99</td>
<td>$7,372.22</td>
<td>$8,081.21</td>
<td>($273.66)</td>
</tr>
<tr>
<td>Catering Sales</td>
<td>$214,270.90</td>
<td>$296,740.76</td>
<td>$280,086.94</td>
<td>$251,390.16</td>
</tr>
<tr>
<td>Concessions Sales (Athletics)</td>
<td>$11,198.41</td>
<td>$18,873.51</td>
<td>$23,619.93</td>
<td>$22,605.97</td>
</tr>
<tr>
<td>Student-Athlete Meal Plans</td>
<td>$111,582.00</td>
<td>$116,384.50</td>
<td>$102,411.28</td>
<td>$159,707.75</td>
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<tr>
<td>Vending Sales</td>
<td>$96,023.38</td>
<td>$92,785.01</td>
<td>$73,199.06</td>
<td>$64,184.15</td>
</tr>
<tr>
<td>Café Sales</td>
<td>$463,209.89</td>
<td>$414,713.84</td>
<td>$427,583.60</td>
<td>$256,708.19</td>
</tr>
<tr>
<td>Franchise Sales</td>
<td>$39,012.47</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total Sales</strong></td>
<td>$946,335.04</td>
<td>$946,869.84</td>
<td>$914,982.02</td>
<td>$754,322.56</td>
</tr>
<tr>
<td><strong>Cost of Goods Sold</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Café / Board / Catering</td>
<td>$328,382.00</td>
<td>$320,376.75</td>
<td>$317,223.90</td>
<td>$267,803.70</td>
</tr>
<tr>
<td>Vending</td>
<td>$51,075.47</td>
<td>$47,408.41</td>
<td>$18,824.30</td>
<td>$32,328.28</td>
</tr>
<tr>
<td><strong>Total Cost of Goods Sold</strong></td>
<td>$379,457.47</td>
<td>$367,785.16</td>
<td>$336,048.20</td>
<td>$300,131.98</td>
</tr>
<tr>
<td><strong>Payroll</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wages</td>
<td>$338,142.92</td>
<td>$362,142.18</td>
<td>$337,114.26</td>
<td>$279,948.89</td>
</tr>
<tr>
<td>Benefits &amp; Payroll Taxes</td>
<td>$83,239.39</td>
<td>$81,904.64</td>
<td>$101,169.33</td>
<td>$78,961.60</td>
</tr>
<tr>
<td>Wage Accruals</td>
<td>$22,629.56</td>
<td>$19,745.06</td>
<td>$22,990.01</td>
<td>$17,767.09</td>
</tr>
<tr>
<td><strong>Total Payroll</strong></td>
<td>$444,011.87</td>
<td>$463,792.08</td>
<td>$461,273.60</td>
<td>$376,777.58</td>
</tr>
<tr>
<td><strong>Controllable Expenses Total</strong></td>
<td>$110,055.85</td>
<td>$133,461.65</td>
<td>$117,116.00</td>
<td>$80,774.18</td>
</tr>
<tr>
<td><strong>Non-Controllable Expenses Total</strong></td>
<td>$71,370.31</td>
<td>$66,654.26</td>
<td>$71,568.03</td>
<td>$59,037.06</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$1,004,896.50</td>
<td>$1,031,693.15</td>
<td>$986,005.83</td>
<td>$816,620.80</td>
</tr>
<tr>
<td><strong>Net Surplus / (Deficit)</strong></td>
<td>$(58,560.46)</td>
<td>$(84,823.31)</td>
<td>$(71,023.81)</td>
<td>$(62,298.24)</td>
</tr>
</tbody>
</table>
Monthly revenues for DSC Dining Services on the Daytona Beach campus for the past two complete fiscal years (DSC fiscal years 2016 and 2017) and FY2018 through May 31, 2018, are shown in the table below. This information is provided to inform Bidders of retail foodservice and catering revenue volumes in the recent past. It is provided for reference purposes only. No representation or warranty is made by DSC or any party representing DSC as to future revenues, customer counts or demand for catering.

### Dayton State College – Dining & Vending Services ITN

<table>
<thead>
<tr>
<th></th>
<th>FY2016</th>
<th></th>
<th>FY2017</th>
<th></th>
<th>FY2018 (thru May 2018)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Smart Market cafe</td>
<td>The Bean</td>
<td>Building 500 Snack Shop</td>
<td>Catering</td>
<td>Smart Market cafe</td>
<td>The Bean</td>
</tr>
<tr>
<td>July</td>
<td>9,742</td>
<td>3,007</td>
<td>0</td>
<td>5,046</td>
<td>0</td>
<td>5,942</td>
</tr>
<tr>
<td>August</td>
<td>15,430</td>
<td>4,111</td>
<td>2,019</td>
<td>11,211</td>
<td>2,248</td>
<td>990</td>
</tr>
<tr>
<td>September</td>
<td>47,315</td>
<td>12,674</td>
<td>5,944</td>
<td>49,061</td>
<td>13,737</td>
<td>6,620</td>
</tr>
<tr>
<td>October</td>
<td>45,296</td>
<td>12,782</td>
<td>7,107</td>
<td>42,028</td>
<td>12,768</td>
<td>5,756</td>
</tr>
<tr>
<td>November</td>
<td>38,543</td>
<td>10,662</td>
<td>6,216</td>
<td>42,098</td>
<td>12,453</td>
<td>5,804</td>
</tr>
<tr>
<td>December</td>
<td>24,201</td>
<td>5,877</td>
<td>2,457</td>
<td>23,543</td>
<td>5,272</td>
<td>2,396</td>
</tr>
<tr>
<td>January</td>
<td>23,973</td>
<td>4,910</td>
<td>2,456</td>
<td>31,474</td>
<td>6,127</td>
<td>3,470</td>
</tr>
<tr>
<td>February</td>
<td>39,292</td>
<td>14,643</td>
<td>6,378</td>
<td>42,153</td>
<td>11,420</td>
<td>6,877</td>
</tr>
<tr>
<td>March</td>
<td>53,384</td>
<td>1,258</td>
<td>6,136</td>
<td>38,795</td>
<td>10,129</td>
<td>6,796</td>
</tr>
<tr>
<td>April</td>
<td>35,025</td>
<td>11,795</td>
<td>6,392</td>
<td>37,241</td>
<td>11,721</td>
<td>6,652</td>
</tr>
<tr>
<td>May</td>
<td>18,187</td>
<td>4,324</td>
<td>2,148</td>
<td>21,156</td>
<td>4,170</td>
<td>2,431</td>
</tr>
<tr>
<td>June</td>
<td>13,489</td>
<td>0</td>
<td>0</td>
<td>13,865</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Annual totals</td>
<td>358,817</td>
<td>86,045</td>
<td>47,184</td>
<td>379,173</td>
<td>90,045</td>
<td>47,790</td>
</tr>
<tr>
<td>Customer counts</td>
<td>62,714</td>
<td>22,904</td>
<td>12,054</td>
<td>50,530</td>
<td>10,290</td>
<td>11,115</td>
</tr>
<tr>
<td>Average spend</td>
<td>$ 7.07</td>
<td>$ 3.74</td>
<td>$ 3.91</td>
<td>$ 7.06</td>
<td>$ 4.67</td>
<td>$ 4.30</td>
</tr>
</tbody>
</table>

### 2.5 Sanitation and Health Department Inspections

The College’s food service facilities are subject to random, unscheduled inspections by County Health Department and State of Florida officials affiliated with State Requirements for Educational Facilities (SREF). Facilities are inspected by the County Health Department per requirements of State of Florida Department of Health Chapter 64E-11, Florida Administrative Code. Facilities may also be subject to other inspections and shall be in compliance with all state and federal safety regulations at all times.

### 2.6 Sustainability Goals and Requirements for Campus Food Services

Although the College has no formal sustainability program currently in place for its campus food service operations, there are several aspects of sustainability for which DSC expects its foodservice provider to maintain certain standards. Some of these are:

- Consumption of power and utilities
- Cleaning supplies and products
- Product and supply sourcing
- Information on product and supply sourcing
- Assisting with education of the DSC campus community
- Waste reduction and diversion
- Reduced use of bottled water

The College will examine sustainability issues related to campus food services over the course of the Contract period and may look to collaborate with the Contractor on initiatives that reduce or minimize the environmental impact of the program. DSC seeks input from Bidders on what a sustainability program for the College’s food service facilities and program would entail.
III. PROPOSAL GUIDELINES

3.1 Review of ITN and Campus Dining Services Facilities
Bidders are encouraged to carefully review this ITN document and the existing DSC foodservice facilities and campus grounds to become familiar and informed on:

- The current condition of the physical facilities occupied by Dining Services,
- Probable demand for foodservices on the Campuses during the Contract period, and
- The character of services that are needed under the Contract.

The Bidder is responsible for observing and recording their own information needed for developing their proposal. The submission of a Proposal Response will be construed by the College as conclusive evidence that the Bidder has made such a review and inspection.

A campus and building tour will be conducted at the pre-proposal conference. Additional visits beyond this conference to DSC’s Campuses for observation of the current dining and vending facilities require the prior approval of DSC. Bidders must contact in writing and advise of their wish to visit the Campuses:

Elaine D. Thiel  
Executive Director of Business Services  
Daytona State College  
1200 W. International Speedway Blvd.  
Daytona Beach, FL 32114  
E-Mail: Elaine.Thiel@DaytonaState.edu

As it pertains to this ITN process, Bidders must note that questioning or interviewing DSC employees or employees of Sodexo assigned to DSC Dining Services, by telephone, by email or when visiting the Campuses, will be strictly prohibited. Failure by a Bidder to observe this restriction may lead to rejection of the Bidder’s Proposal Response.

3.2 Pre-Proposal Conference
All interested firms are strongly encouraged to attend a mandatory pre-proposal conference and tour of the College Campuses and existing foodservice facilities to be held on July 18, 2018, at 10:00 a.m.. Location is as follows:

Daytona State College  
Wetherell Center, Boardroom  
Building 100, Room 402L  
1200 W. International Speedway Blvd.  
Daytona Beach, FL 32114

The agenda will include an overview discussion of the ITN, a question and answer session to respond to oral questions from any and all Bidders, and a walking tour of selected Campuses to observe the foodservices and vending facilities. Bidders shall be made aware that this meeting is a Public Meeting and is subject to State of Florida Sunshine Laws. The meeting may be audio recorded.

Attendees at the conference will be permitted to photograph the foodservice facilities for use in preparing their proposals to DSC. No photography for commercial purposes of any other campus buildings, facilities, or grounds will be permitted.

3.3 Submission of Written Questions
Written inquiries and questions regarding this solicitation should be directed to Elaine Thiel, Daytona State College, and Ray Petit, Petit Consulting LLC, contact information for whom is provided earlier in the Introduction of this ITN. Written questions from Bidders must be received prior to 5:00 PM EDT, July 25, 2018. In the subject line of your transmittal e-mail, please enter: DSC ITN #19-001. The College will not be
responsible for computer, server, Internet or any technical problems, errors, delivery delays, or failures beyond its physical control. The College will not respond to verbal questions or inquiries.

Respondents are required to send their written questions prior to the deadline. Answers to all questions will be made in writing and distributed as an addendum to the ITN.

With respect to this ITN, respondents should not contact or in any way communicate with employees, representatives or agents of the College. Failure by any Bidder to observe this restriction may be cause for rejection of the Bidder’s Proposal Response.

3.4 Preparation of Proposal Submittal

Proposal Responses shall be submitted, in hard copy, in an organized manner, each proposal copy separately bound, with sections appropriately tabbed and identified for each section identified in Section IV, Proposal Submittal Requirements, of this ITN.

Proposals shall not exceed 100 pages, excluding separately bound booklets and publications, and will be printed on 8 ½” x 11” paper, as double-sided pages. Unnecessarily elaborate brochures or other presentations beyond that sufficient to respond to the ITN, and beyond that which is sufficient to present a complete and effective proposal, are neither necessary nor desired.

The College recommends that Bidders use recycled paper and double-sided copying for production of all printed and photocopied documents, including Proposal Responses to this ITN.

Wherever repetition occurs in the ITN, with regard to similar requests for information, Bidders need not repeat the information in their proposals. However, reference should be made to the exact location in the proposal response where the information is already recorded.

The Bidder bears all costs associated with preparation of their proposal, any campus visits or oral presentation(s) requested by DSC, and meetings of negotiation between the College and Bidder.

3.5 Financial Statement Submission

As part of its business proposal the Bidder must demonstrate that its organization and any subcontractor(s) are in sound financial condition and/or that appropriate corrective measures are being taken to address and resolve any identified financial problems. The Bidder shall submit documentation about the bidding organization’s financial condition, including but not limited to:

Audited financial statements of the Bidder’s financial condition for the Bidder’s most recent fiscal year. Any financial statements that are submitted are exempt from becoming public record, per Section 119.071 (1) (c) Florida Statutes. Please provide financial statements in a separate sealed envelope and clearly label the outside of the envelope with Bidder’s Name, ITN #19-001, and Financial Statement enclosed as per Section 119.071 (1)(c). (See Section 3.22 Public Records)

In the case that the Bidder is not a publicly traded company, the College will accept one of the two following options in lieu of the submission of audited financial statements:

(a) Option one: provide a Business Information Report supplied by Dun & Bradstreet of the bidder.
(b) Option two: set up a separate meeting, at a mutually agreed upon date and time, where a person or persons from DSC’s evaluation committee can review a copy of the Bidder’s financial statements. These statements must be for the most recent fiscal year. At the end of the meeting, the Bidder will be allowed to remove its financial statements from the College’s possession, thus preventing the financial statements from being a public record.
Disclaimer of opinion, an adverse opinion, a special report opinion, a review opinion, or a compilation report opinion by a certified public accountant (CPA) will be grounds for rejection unless an unqualified or qualified opinion is rendered by a CPA prior to award of the Contract.

If any of the above items are not available, the Bidder shall submit a statement indicating the reason the item is not included in the submission. Additionally, the Bidder shall submit the best available information it has in lieu of the specified submission.

The College may choose not to contract with a Bidder if the College determines that the Bidder is not in sound financial condition.

3.6 Proprietary Data

All deliverable items developed in response to this ITN shall become the property of the College. The Bidder shall not use, disclose, or furnish other persons or entities any information relative to such deliverable items without first obtaining the written consent of DSC. Bidders are hereby notified that any part of the proposal response, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law). (See Section 3.22 Public Records).

3.7 Bidder Registration

Bidders that obtain ITN documents must officially complete and submit the ITN Document Receipt Acknowledgement form (see Appendix) no later than 5:00 p.m. EDT, Monday, July 16, 2018 in order to be placed on the mailing list for any forthcoming addenda or official communications regarding this ITN. The College shall not be responsible for providing addendums to Bidders who receive ITN documents from other sources. Failure to register as a prospective supplier may cause your Proposal to be rejected as non-responsive if you have submitted a Proposal without an addendum acknowledgement for the most current and/or final addendum.

3.8 Proposal Modification

A Bidder may change their Proposal(s) at any time prior to the bid opening deadline; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which are addressed in the same manner as the Proposals, and are received by the College’s Executive Director of Business Services, Attn: Elaine Thiel, and DSC’s consultant, Ray E. Petit, Petit Consulting LLC, before the scheduled opening time will be accepted. Proposals, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Proposals.

3.9 Delivery of Proposals

Each Bidder must submit their proposals – Technical/Management proposal (non-price) and Financial proposal (including financial statements as described in section 3.5) in separate sealed envelopes or boxes, marked on the outside with:

- Bidder’s name and address
- ITN title and number for which the proposal is being submitted
- Technical/Management Proposal OR Financial Proposal
- Proposal due date and time

Proposal Submittal Instructions

The Bidder is responsible for the method of delivery and all risk to its Proposal Response until received by DSC. Proposals shall be delivered as follows:

Send:

One (1) original print version of your Technical/Management proposal and Financial proposal signed in ink, and one (1) separate sealed Financial Statement.
Five (5) additional hard copies of the Technical/Management proposal and Financial proposal; and

An electronic copy of both proposals as PDFs and Excel (pro forma statements and staffing worksheets) on a flash drive to:

Elaine D. Thiel MBA, C.P.M.
Executive Director of Business Services
Daytona State College, Purchasing Department
1100 Willis Avenue
Daytona Beach, FL 32114

And

Send:

One (1) hard copy of your Technical/Management proposal, Financial proposal, and Financial Statement; and

An electronic copy of both proposals as PDFs and Excel (pro forma statements and staffing worksheets) on a flash drive to:

Ray E. Petit
Petit Consulting LLC
182 Harbor House Drive
Osprey, FL 34229-9787

PROPOSAL RESPONSES MUST BE RECEIVED AT THE ABOVE ADDRESSES ON OR BEFORE
2:00PM EDT, AUGUST 22, 2018

Messenger and other types of pick-up and delivery services are the Bidder’s responsibility and the College assumes no responsibility for delivery or receipt of documents.

All Proposal Responses that are mailed or sent by an overnight delivery service to the College are directed to the College Central Receiving and Mailroom Departments prior to being delivered to the Purchasing Department. A Proposal Response will not be considered delivered unless it has been received by the Purchasing Department at 1100 Willis Avenue, Daytona Beach, FL 32114 by the time and date specified above. The official date and time of receipt shall be the date and time of the time stamp within the Purchasing Department. Bidders providing a Proposal Response for any work at DSC must take this information into consideration prior to the mailing of any Proposal.

3.10 Inclement, Severe Weather in Regard to Proposal Submissions
In the event of inclement, severe weather, as determined by the College’s Purchasing Department, the Purchasing Department may decide to extend the due date for the submission of Proposal Responses. The College will issue an addendum to the ITN.

3.11 Effective Period of Proposal Submittals
Proposals shall be effective for 180 days from the date of receipt by DSC unless extended by mutual consent of DSC and the Bidder. Once submitted to the College, all proposals shall be the sole property of DSC.

3.12 Advertising
In submitting a Proposal, the Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

3.13 Conflict of Interest
The contract award resulting from this ITN is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee...
of the College. Further, all Bidders must disclose the name of any College Board member who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches.

3.14 Proposal Evaluation Criteria

Bidders should offer their most favorable terms from a program, service and price standpoint. Proposals submitted in response to this ITN will be evaluated according to numerous criteria. The major focuses of proposal evaluations will be:

- Innovativeness, creativity and appeal of proposed services, concepts and programs
- Financial impact on DSC
- Proposed menu pricing: retail foodservice units, catering, and snack vending
- Proposed on-campus management team
- Company’s past performance and experience relevant to DSC’s needs
- Responsiveness to and fulfillment of the requirements of the ITN
- Ability to negotiate a total agreement that is satisfactory to DSC

Proposal Evaluation Criteria and Point System to be used are shown in the table below.

<table>
<thead>
<tr>
<th>Technical/Management Proposal (Maximum 100 Points)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Management, Organization and Resources</strong></td>
</tr>
<tr>
<td>Ref. Section: Evaluation Criterion: Key elements include but not limited to only items listed</td>
</tr>
<tr>
<td>4.3.1  Bidders Experience &amp; References</td>
</tr>
<tr>
<td>• Vendor history and overall qualifications</td>
</tr>
<tr>
<td>• Experience in providing similar dining &amp; vending services</td>
</tr>
<tr>
<td>• Florida colleges, other higher education institutions</td>
</tr>
<tr>
<td>• Application of best practices in higher education</td>
</tr>
<tr>
<td>4.3.2  Resources</td>
</tr>
<tr>
<td>• Advantages &amp; Use of Social Media</td>
</tr>
<tr>
<td>• Marketing Budget</td>
</tr>
<tr>
<td>• Dedicated vending division</td>
</tr>
<tr>
<td>• Marketing concepts, brands, and merchandising</td>
</tr>
<tr>
<td>• Vendor has contracts and other locations near Daytona State College (within District, within Florida)</td>
</tr>
<tr>
<td>4.3.3  Management Information Systems</td>
</tr>
<tr>
<td>• POS System proposed</td>
</tr>
<tr>
<td>• Catering ordering/management system proposed</td>
</tr>
<tr>
<td>• Ability to provide reports as required</td>
</tr>
<tr>
<td>• Ability to provide additional information as requested</td>
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<tr>
<td>• User friendly reports (Samples provided)</td>
</tr>
<tr>
<td>4.3.4  Management Organization</td>
</tr>
<tr>
<td>• Organizational structure</td>
</tr>
<tr>
<td>• Corporate and local management support structure</td>
</tr>
<tr>
<td>4.3.5  Staffing Plan</td>
</tr>
<tr>
<td>• Job Descriptions / Resumes</td>
</tr>
<tr>
<td>• Proposed on-site management and staffing levels (Tenure, Education, Full-time / Part-time ratios, student employment, etc.)</td>
</tr>
<tr>
<td>4.3.6  Labor and Training Practices</td>
</tr>
<tr>
<td>• Selection, Screening, and Evaluation processes</td>
</tr>
<tr>
<td>• Training (Culinary Skills, Food Safety &amp; Sanitation, Policies &amp; Procedures, Customer awareness, etc.)</td>
</tr>
<tr>
<td>4.3.7  Sanitation and Safety Practices</td>
</tr>
<tr>
<td>• Management controls, effectiveness</td>
</tr>
<tr>
<td>4.3.8  Sustainability Program</td>
</tr>
<tr>
<td>• Practices proposed for DSC dining and vending ops</td>
</tr>
</tbody>
</table>

| **B. Operations Plan** |
| Ref. Section: Evaluation Criterion: |
| 4.3.9  Proposed Dining & Vending Services Operations |
| • Innovativeness and creativity | 24 |
**Loyalty Programs, Discounts, BOGO, Coupons**
- Special Promotions and Seasonal & Ethnic Events
- Signage
- Range & variety of concepts available, low to high
- Catering policies and procedures (i.e. delivery fees, minimum orders)
- Volume discounts
- Comparison Products Offered (Dining Services, Vending Services, & Catering)
- Ability to submit requested information to justify price increases on dining, catering and vending
- Vending Equipment (Age, Appearance, etc.)
- Ability to accept cash, debit cards, & credit cards
- Maintenance and Service Plans
- Quality, Serviceability, and Creativeness

**4.3.10 Transition Plan**
- Orderly and Systematic

<table>
<thead>
<tr>
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<th>Score</th>
</tr>
</thead>
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<td>Operating Revenues and Expenses</td>
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<td></td>
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<tr>
<td></td>
<td>Reasonableness of revenue and expense projections</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Provide history to keep controllable costs low with minimal price increases or requests while provide quality and variety</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Proposed plan to provide quality offerings while be affordable and competitive</td>
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<td></td>
</tr>
</tbody>
</table>

**4.4.3 Commissions to DSC**
- Commissions and/or Profit Sharing
- Annual guarantee minimum commissions payable to DSC
- Bonuses, Grown Incentives

**4.4.4 Contributions and In-kind Donations**
- Amounts per year
- Usefulness to DSC

**4.4.5 Capital Investment by Contractor**
- Intent of Capital Investment (Areas of Investment)
- Investment Amount & Amortization Schedule

**TOTAL (Technical/Management Proposal):** 100

**Financial Proposal (Maximum 100 Points)**

<table>
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**4.4.3 Commissions to DSC**
- Commissions and/or Profit Sharing
- Annual guarantee minimum commissions payable to DSC
- Bonuses, Grown Incentives

**TOTAL (Financial Proposal) 100**

**GRAND TOTAL 200**

**Evaluation of Alternative Proposals:** It is at the discretion of the College to consider, review and rank Alternative Proposals as it sees fit. The College has the right to consider and determine different rank criteria for Alternative Proposals. The College will consider the uniqueness, innovativeness and creativity specifically to each Alternative Proposals submitted. It is at the discretion of the College to select a finalist(s) based on Alternative Proposals submitted that the College feels would be the best benefit of the College.

**3.15 Drug-free Workplace**
Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a Proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.

**3.16 Public Opening of Proposals**
Proposals shall be publicly opened, read and recorded on the date and time specified herein unless changed by Addendum. All Proposals received after the specified time will not be considered and will be returned to the contractor. Fax, e-mail, telegraph or telephone Proposals will not be accepted. A Proposal may not be altered after the opening of the Proposals. A late modification of the Proposal from the otherwise apparent successful contractor offering more favorable terms to the College will be accepted. Upon receipt of Proposals, a selection committee will select qualified candidates based on criteria contained herein. The selection committee may contact qualified short-listed Bidders for presentations after the initial review of all Proposals.
3.17 Performance Inquiry
College reserves the right to investigate and to consider the references and the past performance of any proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The College further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, interviews, references, or any other source in the evaluation process. The College may postpone the award or execution of a contract after the announcement of the notice of intent to award in order to complete its investigation.

3.18 Visits to Bidders’ Facilities
College representatives reserve the right to visit Bidders’ existing foodservice operations that are relevant to this procurement and to interview/meet with prospective Contractors prior to award of this Contract.

3.19 Award of Contract
Approval of Award or rejection of all Proposal Responses is anticipated to occur on or before November 8, 2018. DSC reserves the right, at its sole discretion, to award or reject a proposal for any reason and to modify the above-noted dates. The College may reject proposal responses if they reflect omissions, alterations of forms, additions not called for, conditions, limitations, undesirable terms, or other irregularities of any kind, as determined by the College. DSC further reserves the right to cancel this ITN process at any time prior to the execution and delivery by the College of the Contract.

Any special requirements needed by the Bidder to commence services must be clearly and thoroughly listed in the Proposal Response.

3.20 Posting of Results
Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the Proposals were opened on or about October 8, 2018, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Bidders will receive a copy of the Proposal tabulations with recommended awards electronically via email per Florida Statute 120.57(3). No proposal tabulation or award information will be given by telephone.

3.21 Disputes and Protests
In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

3.22 Public Records
Upon award or thirty (30) days after opening, whichever is earlier, Proposals for this ITN become public records and shall be subject to public disclosure consistent with Chapter 119.071 (1)(b) 2.Florida Statutes. Firms must invoke the exemptions to disclosure provided by law in the response to the ITN, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record under Chapter 119.071 (1)(c) F.S. Firms are hereby notified that any part of the Statements of Qualifications, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

Bidders shall make available records, which include books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulations 52.212-5 Subpar 4.
All requests for public records received by the successful Contractor must be immediately referred and forwarded to the College.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes (Public Records Law) to the Contractor’s duty to provide public records relating to the Contract, contact the Custodian of Records via the Office of Legal Affairs, 100 Weldon Boulevard, Sanford, Florida 32773-6199, phone (407) 708-2334.

3.23 Negotiation with Bidders
DSC reserves the right to negotiate and hold discussions with Bidders as necessary to protect its own best interests. DSC may award a Contract based on initial offers without discussions of each offer, and reserves the right to reject any and all Proposal Responses received, waive minor technicalities, and be the sole judge as to whether a Bidder’s proposal has or has not satisfactorily met the requirements and spirit of this ITN.

3.24 Certification of Non Collusion
By submitting a proposal the Bidder certifies that their Proposal Response is made without collusion or fraud and that they have not offered or received any form of compensation or inducement from any other Bidder, supplier, manufacturer or subcontractor in connection with their Proposal Response, and that they have not conferred on any DSC employee, DSC Representative, or Petit Consulting employee, past or present, any payment, loan, subscription, advance, deposit of money, travel, services or even items of a nominal value, present or promised.

3.25 Errors and Omissions
The Bidder is expected to comply with the true intent of this ITN taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, Bidder shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. Bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the ITN.

3.26 Public Entity Crimes
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-contractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Note: By signing the Proposal, the Bidder attests they have not been placed on the convicted vendor list.

3.27 On-Site Parking
The College maintains parking lots on its Campuses, which may be used at no cost by the Contractor’s employees.

3.28 Independent Contractor Relationship
The Bidder and DSC mutually understand and agree, and it is the intent of the parties, that an independent contractor relationship will be established under the terms and conditions of a resulting Contract. The Contractor will be an independent contractor and not an employee or agent of the College. No act or direction of the College shall be deemed to create an employer/employee or joint employer relationship. The College shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

3.29 Small Business Participation and Joint Ventures
The College strongly encourages small, minority and/or women-owned contractors or joint venture contractors to submit Proposals.
Note: Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be disbarred from bidding with Daytona State College for thirty-six (36) months pursuant to 287.094 Florida Statutes.

Proposals submitted by Bidders 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 and/or award resulting from this ITN.

3.30 Nondiscrimination in Employment and Affirmative Action
Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor shall agree to comply with all applicable Federal and State employment statutes, rules and regulations including the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.31 Prohibition Against Contingent Fees
Bidders are hereby notified that any contract entered into by Daytona State College will contain a prohibition against contingent fees as follows: “The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the contractor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or contractor, other than a bona fide employee working solely for the contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the College shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify Contractor from future contracts with Daytona State College for a period up to five (5) years.

3.32 Bidder’s Warranty of Ability to Perform
Bidders shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Bidder’s knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Contractor’s obligations or diminish the Contractor’s financial ability to perform the terms of any proposed contract with the College.

3.33 Lobbying
Contractor is prohibited from using funds provided under this ITN for the purpose of lobbying the Florida State Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

3.34 Governmental Restrictions
In the event that any governmental restrictions are imposed on Contractor which would necessitate alteration of the material quality, workmanship or performance of the items offered in response to this ITN prior to their performance, it shall be the responsibility of the Bidder to notify the DSC Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the Contract or purchase order at no further expense to the College.
IV. PROPOSAL SUBMITTAL REQUIREMENTS

4.1 Introduction
DSC requests that the Bidder submit complete information in their offer pertaining to all the services described in this ITN. Bidders should thoroughly review the full ITN and ensure their proposal response fully addresses all provisions requested in the ITN and in particular respond fully to Section II, Description of Campus Food and Beverage Operations as well as requested items as listed in other sections of this ITN. Important instructions are also included in Section III, Proposal Guidelines.

The Bidder is asked to submit a two-part proposal comprising several components as described in Sections 4.3 and 4.4, below. DSC will evaluate the respective advantages and disadvantages of the Technical/Management and Financial proposals, as the institution determines which Proposal Response would afford greatest benefits to the College community.

All materials and forms that need to be completed and returned with your company’s proposal are noted in this section.

4.2 Form Submittals
This ITN requires a complete response from the Bidder in the following categories:

- **ITN Document & Exhibits Receipt Acknowledgment** form (See Appendix) (Required)
- **Acknowledgment of Addenda** form(s) (See Appendix) (Required)
- **Technical/Management Proposal** (Required) describing the Bidder’s resources, proposed staffing, management plan and proposed operational program for DSC Dining and Vending Services.
- **Financial Proposal** (Required) addressing the complete proposed financial terms for the contract.
- **Pro Forma Operating Statements** (Required)
- **Alternative Proposal**, if desired.
- Completion and inclusion of Daytona State College forms with Proposals (see Appendix)
  - Proposal Certification (Required)
  - Dispute Disclosure Form (Required)
  - Non-Collusion Affidavit of Prime Bidder (Required)
  - Public Entity Crimes Statement (Required)
  - Certification of Drug-Free Workplace (Required)

4.3 TECHNICAL/MANAGEMENT PROPOSAL
The following sections describe what the College seeks from the Bidder regarding A) the company’s experience, references, resources and management/organizational structure and B) the Bidder’s operations plan for Daytona State College dining and vending services.

A. Management, Organization and Resources
This section of the proposal will present key elements of the Bidder’s organizational structure and a description of Bidder’s experience and resources that are relevant to management of DSC’s campus dining and vending services. Please provide responses to the following:

4.3.1 Bidder Experience and References
Provide a list of no less than five (5) Dining Services operations in higher education currently managed by the Bidder that are similar or relevant to the services required by DSC. Include information on each:

- Institution name and address.
- Contact name, title, phone number, and e-mail address.
- Date or year Bidder assumed management responsibility.
- Number and types of students, faculty, and staff comprising the institution’s campus population.
Daytona State College – Dining & Vending Services ITN

- Approximate annual gross revenues (most recent full year) – total and by type of service or revenue (e.g., retail sales, catering sales volume, and meal plan sales).
- Innovative programs or services that distinguish the operation as a market leader.

4.3.2 Resources
Provide information regarding:
- Address of Bidder’s headquarters office and regional office that would oversee the DSC operation.
- Central commissary or storage facility location(s), if any, which would support DSC.
- Companies or individuals, outside the Bidder’s organization, in the Volusia County, Florida area that Bidder would use to support its management activities. These may include secret shopper services, food safety and sanitation inspectors, marketing firms, temporary staff services, training consultants, and consulting chefs.

4.3.3 Management Information Systems
The current foodservice operator at DSC (Sodexo) owns, manages and operates its point-of-sale system at each campus foodservice unit. A computerized catering management system is not used by the current operator. The College manages the booking and scheduling of special events on DSC’s Campuses on a manual basis.

Describe the management information systems Bidder would employ at DSC including catering software, proprietary or preferred point-of-sale system (hardware and software), and food recipe and inventory management system. Provide samples of reports and management tools these systems will produce.

4.3.4 Management Organization
Provide three (3) separate organizational charts for your company that illustrate:
   a) Communication channels between the regional and unit management team and DSC’s contract administrator.
   b) How the DSC account would align with other foodservice operations managed by the Bidder in Florida.
   c) The full operating team proposed for DSC, including the unit Director or General Manager, all managers and supervisors, all line staff, and all support or administrative staff.

Identify the individual in the Bidder’s organization who will be authorized to represent the Bidder in contract negotiations with DSC or their representatives.

4.3.5 Staffing Plan
Present a narrative description of how Bidder’s organization will staff the various foodservice operations at DSC. Identify sources of temporary and part-time staff Bidder would use to ensure ample levels of staffing for the on-campus retail outlets, vending, and catering.

Identify full-time staff, by position title, unit location or name, and estimated hours per week, that would be assigned to DSC. Submit your proposed staffing in an MS Excel workbook format for evaluators’ easy review and use. Do not submit your proposed staffing chart(s) in PDF format.

Indicate if Dining and Vending Services staff will be members of a local labor union.

Provide resumes for members of the proposed on-site management team, including Director or General Manager, Assistant Director or General Manager, Catering Manager, Head Chef, and any other key individuals that Bidder feels would distinguish their team as the best suited for DSC.

DSC will ask the selected Contractor to consider offering employment to the non-management Dining Services staff that is currently employed on DSC’s Campuses. If the Contractor and current non-management
Dining Services personnel agree that mutually beneficial employment terms can be reached, the Contractor is encouraged to hire those individuals.

4.3.6 Labor and Training Practices
Describe Bidder’s policies and procedures for recruiting, hiring, training, and evaluating employees. Provide materials that outline Bidder’s philosophies and approaches to human resource management and administration, as these would apply at DSC.

4.3.7 Sanitation and Safety Practices
Describe Bidder’s company-wide practices and standards for food safety, sanitation, and life safety. Include reference to periodic sanitation inspections, HACCP plan implementation, training in ServSafe, and other programs followed by the Bidder at its college dining accounts.

4.3.8 Sustainability Program
Input is sought from Bidders on what a sustainability program for the College’s food service facilities and program would entail. Describe in detail the elements of “green” initiatives and a sustainability program that Bidder proposes to DSC.

B. Operations Plan
In this section of the Proposal Response, the Bidder will present their operational plan, vision and concepts for DSC Dining and Vending Services. Please provide responses to the following:

4.3.9 Proposed Dining and Vending Services Operations
For each foodservice unit on DSC’s Campuses, present a narrative describing the proposed operating plan for the facilities and services. Include a detailed description of the following:

- Proposed menus, services, and concepts. Address menu items by serving station, length of menu cycle, proposed menu-item pricing, vegan and vegetarian offerings, ethnic cuisines, specialty themes, regular promotions and marketing, special services, and any notable features proposed for the operation. Indicate menu items that would be offered continuously and those that would change out seasonally, periodically or according to a menu cycle.

- Identify, as appropriate, the proposed use of branded concepts – national, regional or the company’s proprietary in-house brands – on DSC’s Campuses.

- Proposed meal plan program, which would give students access to meals at selected or all campus Dining Services units. Identify proposed restrictions or policies regarding when, where and how meal-plan students would receive credit (by meal or redemption of declining balance dollars) for purchases in campus dining outlets.

- The operating concepts and sample menus, with prices, proposed for the foodservice outlets currently under construction in the new Student Center. Indicate menu items that would be offered continuously and those that would change out seasonally, periodically or according to a menu cycle.

- Description of successful retail concepts or services Bidder manages on other college campuses that could be implemented at DSC. Detail how these concepts would be successful at Daytona State College.

- Identify operating hours and days, for all locations and services. Identify differences in hours between the academic year, break periods, and summer.

- Proposed menus and service concepts for summer program meal plans. Include menus for adult day conferences and youth day camps.

- For catering, include a full sample catering menu, with pricing, for a wide range of catering services – from informal meeting refreshments to stand-up receptions to formal plated dinners. Include a ‘no frills’ student catering menu with pricing.
• For vending, provide your company’s proposed vending services statement of work for all campuses that includes a maintenance and service plan. Provide a full listing of all vended products to be sold that includes the product, brand, volume/weight, and retail price to the customer. All vending prices shall include sales tax. For vending equipment, include a list of all vending machines that will be proposed and installed at the College including defining the type, age, campus, building, and room number they are proposed to be located. Please include any special features or services that you provide which sets you apart from your competitors and would enhance this program.

• Proposed marketing program, including all aspects of promotions, advertising, and engagement with the DSC campus communities. Describe uses of social media, special events and monotony breakers, sales incentives, voluntary meal-plan promotions, engagement with off-campus restaurateurs and chefs, and graphic and digital materials to promote DSC Dining Services.

• Engagement with DSC students, in particular periodic market research that the Bidder recommends. Describe what form of surveying your company would do at DSC, the frequency of such surveying, and how the resulting data would be used to benefit the College and its students.

4.3.10 Transition Plan
Provide a detailed transition plan that describes the process for transitioning from the current operator of DSC Dining and Vending Services and your company’s plans for initial startup. Include a description of the support team that would be assigned to the DSC transition process and describe the role each individual would play in the process. Provide a preliminary itemized budget or estimate of start-up or transition costs and how those costs would be covered – by the selected Contractor or by DSC. The College will make an office available for transition upon approval of award and at times determined to be agreeable between the College and the Contractor.

For the incumbent, describe how your campus leadership team (personnel, organization chart, and district support structure) will be re-evaluated and what, if any, operational or facility changes you propose for the new contract term.

4.4 FINANCIAL PROPOSAL
The following sections describe what the College seeks from the Bidder regarding the Bidder’s projections of operating revenues and expenses, proposed commissions payable to the College, and capital contributions that could be made available to the College as an element of the Contract.

4.4.1 Operating Revenues and Expenses
Estimates of operating revenues and expenses are to be addressed in this section of the Proposal Response.

Prepare and submit the following:

• Multi-year pro forma operating statements for DSC Dining and Vending Services, including all operating revenues and expenses the Contractor will manage and incur during the course of operations. All College catered events as well as non-College catered events shall be disclosed. Use the financial statement template in the MS Excel workbook provided with this ITN (see Exhibit 5 - Worksheet Template, Pro Forma Operating Statements).

• Please prepare the pro forma statements using these guidelines:
  - The multi-year period will reflect Year 1 (from first date of operation under the Contract through June 30, 2019, the end of FY19), Year 2 (FY20), Year 3 (FY21) and Year 4 (FY22).
  - Prepare and provide in the Proposal Response as back-up to the pro forma statements clear and complete worksheets that show how all revenues and expenses were calculated, for Years 1, 2, 3
4. Explain calculations so proposal evaluators easily understand the Bidder’s logic and methodology.

- Ensure that payroll expenses shown for Years 1 and correlate directly to the staffing plan requested in ITN section 4.3.5.
- Itemize, by job title or position, hourly wage rates and annual salaries proposed for Dining and Vending Services staff.
- Identify by title or name expenses associated with Dining and Vending Services at DSC that Bidder assumes will be incurred directly by the College and, hence, would not appear on Contractor’s operating statements.
- Identify meal plan charges (daily or otherwise) that would be charged to the College during the first complete academic year of the Contract (FY20) in which Bidder would offer meal plans.

Bidders should base revenue and operating expense estimates on numerous factors and assumptions, including:
- Historical revenue and customer/transaction patterns cited in the ITN.
- Bidder’s experience with similar college dining and vending services programs.
- Current menu pricing patterns at DSC.
- Bidder’s recommendations for meal plan options – type(s) of plans, when introduced, where accessible/usable by plan holders, etc.
- Bidder’s expectations for growing market share and capture rate of the DSC campus communities.
- Plans DSC and the Contractor would undertake to renovate existing facilities or add new Dining Services venues to DSC’s Campuses.
- The College community’s expectations for high quality, appealing and varied menus, foods and beverages.
- Wage rates in keeping with the local marketplace and reflective of pre-existing wage rates.
- Staffing proposed in response to ITN Section 4.3.5.
- College’s goals toward sustainability and resource conservation.
- College’s objectives to deliver excellent service and product quality at reasonable prices to its campus communities. At the same time, DSC is motivated to seek economies where possible without compromising services.

4.4.2 Profit and Loss Basis Management by the Contractor
Dining and Vending Services at DSC managed by the Contractor will be operated on a profit and loss basis, whereby the management contractor assumes all responsibility for the financial performance of the Dining and Vending Services program. Contractor assumes all risk for managing its revenues and expenses in a manner that results in a positive bottom line. The College will not subsidize or in any other way support financially the Contractor’s foodservice operations on Campuses.

4.4.3 Commissions to DSC
Define what commissions on total net sales are proposed as payments from Contractor to DSC. The College will require from the Contractor commissions on annual revenues from retail dining outlets, catering, concessions, and snack vending.

4.4.4 Contributions and In-kind Donations
Identify the types of financial contributions your company will make to the College over the Contract term. These may include in-kind donations, scholarships, catering funds and the like. Place a dollar value on each line-item contribution the College would receive and define clearly any conditions or stipulations that would apply to making these payments to DSC.

4.4.5 Capital Investment by Contractor
The College may seek contributions of capital from the Contractor to assist with facility renovations and new construction over the course of the Contract Term. The College will expect and welcome collaboration with the Contractor on facility improvements, replacements, and new construction that will have a material and positive affect on the delivery of dining services to DSC’s Campuses. Such projects will require extensive planning and analysis by DSC and the Contractor.

In the Proposal Response, identify the magnitude of capital contribution the Bidder is prepared to offer DSC over the Contract Term. Define terms that would be associated with capital contribution(s) for facility renovations, fit-out (of new facilities), or major equipment replacement. Identify amortization costs in the appropriate fiscal years during the Contract period that would be charged against the campus food service operations.

4.5 Alternative Proposal

If the Bidder wishes, an Alternative Proposal may be submitted in addition to Bidder’s Base Proposal that is submitted in response to Sections 4.3.9 and 4.4, above. As determined by the Bidder, changes to the proposed Dining and Vending Services operations submitted in response to section 4.3.9 may be described in the Alternative Proposal. The Bidder must adequately detail how or where changes in the Dining and Vending Services operations and facilities would differ from the Base Proposal. The requirements of ITN sections 4.3.9 and 4.4 shall be incorporated within Alternative Proposals.

A financial proposal (re: ITN section 4.4) is required for any Alternative Proposal and must be submitted separately from the Proposed Dining and Vending Services Operations Alternative Proposal (re: ITN section 4.3.9). The Bidder must submit the alternative financial estimates in the same format as for the Base Proposal.

Alternative Proposals must be physically separate from the Bidder’s Base Proposal when submitted and are to be marked accordingly.
APPENDIX

ITN Document and Exhibits Receipt Acknowledgment form

Acknowledgment of Addenda form

Statement of Non-Submittal of Proposal form

Proposal Certification form

Disputes Disclosure form

Non-Collusion Affidavit of Prime Bidder form

Florida Statute – Public Entity Crimes Statement form

Certification of Drug-free Workplace Program form

Worksheet template: Pro Forma Operating Statements (Separate Excel file)

Exhibits – Provided separately from this ITN Document
(Please see Purchasing Bid Website for Exhibits):

Exhibit 1 – ITN 19-001 DSC Student Center First Floor
Exhibit 2 – ITN 19-001 DSC Student Center Second Floor
Exhibit 3 – ITN 19-001 DSC Student Center Third Floor
Exhibit 4 – ITN 19-001 DSC Student Center Food Service Shop Drawings
Exhibit 5 – ITN 19-001 DSC Pro Forma Template for Bidders
ITN DOCUMENT and EXHIBITS RECEIPT ACKNOWLEDGMENT

Please complete this acknowledgment form and return by mail or e-mail no later than Monday, July 16, 2018:

Ray E. Petit
Petit Consulting LLC
182 Harbor House Drive
Osprey, FL 34229-8797

rpetit@petitconsultingllc.com

Date ITN received: ________________________________

Receipt of Exhibits 1 – 5:

________ Yes  ________ No

Will your organization be proposing on this management opportunity?

________ Yes  ________ No

Person responsible for this proposal: ________________________________

Person’s Title: ________________________________

The person in your organization who is to receive any ITN addenda (changes, additions, deletions, questions from other proposers, and Daytona State College responses).

Complete address for the individual identified above:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Phone: ________________________________

E-mail address: ________________________________

Fax: ________________________________

Names and titles of individuals (up to three) who will attend the pre-proposal conference.

1. ________________________________

2. ________________________________

3. ________________________________

THANK YOU FOR YOUR RESPONSE
ACKNOWLEDGMENT OF ADDENDA

Reference: Invitation To Negotiate – ITN #19-001 Management of Campus Dining & Vending Services Daytona State College

This form is to be used by the Bidder to acknowledge receipt of addenda that are issued by the College in relation to the subject Invitation To Negotiate.

The Bidder must maintain this form cumulatively, and whenever the Bidder receives an addendum, the number is entered on this form and a copy sent by e-mail or mail to:

Ray E. Petit
Petit Consulting LLC
182 Harbor House Drive
Osprey, FL 34229-8797
rpetit@petitconsultingllc.com

Addendum No. ___________ Signature ________________________________ Date: ______________________

Addendum No. ___________ Signature ________________________________ Date: ______________________

Addendum No. ___________ Signature ________________________________ Date: ______________________

Addendum No. ___________ Signature ________________________________ Date: ______________________

Addendum No. ___________ Signature ________________________________ Date: ______________________

NOTE: A completed and signed copy of the Acknowledgement of Addenda is required to be included with your proposal.
Statement of Non-Submittal of Proposal
Daytona State College ITN #19-001, Management of Campus Dining & Vending Services

This company elects to submit a "NO SUBMITTAL OF PROPOSAL" for this Invitation to Negotiate for the following reason(s):

________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________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Proposal Certification
Daytona State College ITN #19-001, Management of Campus Dining & Vending Services

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud.

I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

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

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

Signature

Name(s) and Title(s)

Legal Name of Proposer

Mailing Address

City, State, Zip

Telephone                        Fax

Date _____________________________

NOTE: A completed and signed copy of the Proposal Certification form is required to be included with your proposal.
Disputes Disclosure Form
Daytona State College ITN #19-001, Management of Campus Dining & Vending Services

Please answer the following questions Yes or No. If you answer yes to any of the questions, please provide a full explanation below the question.

1. Has the contractor 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 with in the last five (5) years?


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


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

3. Has the contractor had filed against it or filed any requests for equitable adjustment, contract claims 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:


Company Name

Date

Authorized Signature

Title

NOTE: A completed and signed copy of the Disputes Resolution Form is required to be included with your proposal.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ________ County of ___________ , being first duly sworn, deposes and says that:

He/she is ___________ of ___________ , Bidder that has submitted the attached Bid; He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Trustees of Daytona State College.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

__________________________________________

Signed

__________________________________________

Title

Subscribed and sworn to before me this ______ day of ______ , 20__ .

__________________________________________

Name

__________________________________________

Title

My Commission Expires: ________________

NOTE: A completed and signed copy of the Non-Collusion Affidavit is required to be included with your proposal.
SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid Proposal or Contract for (Project) __________________

2. This sworn statement is submitted by ____________________________
   whose business address is: ____________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is ____________________________.
   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____________________________)

3. My name is ____________________________ and my relationship to the entity named above is ____________________________ (title)

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
   ____ Neither the entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]
   ____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: ____________________

Signature: ____________________

STATE OF: ____________________

COUNTY OF: ____________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ____________________ [name of individual signing] who after first being sworn by me, affixed his/her signature in the space provided above on this ________ day of ________________, in the year ____________.

My commission expires: ________________

Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

______________________________

Type of I.D.

NOTE: A completed and signed copy of the Public Entities Crime is required to be included with your proposal.
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. In order to have a drug-free workplace program a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the 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 under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or 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.

Bidding firm of entity name: __________________________________________

Signature of vendor representative: __________________________ Date: ____________

Type or printed name of vendor representative: __________________________

NOTE: A completed and signed copy of the Drug-Free Workplace Certification is required to be included with your proposal.