

State College of Florida, Manatee-Sarasota

REQUEST FOR PROPOSALS

RFP # 2013-2

College Beverage Vending Services

Date: 8/16/2013

To: All Submitters

From: Coordinator of Procurement

You are invited to submit sealed proposals subject to the terms, conditions, and specifications contained herein and are hereby made part of this request.

All proposals must be executed and submitted in a sealed container. Faxed proposals will not be accepted. On the face of the container, include the Request for Proposals number [RFP 2013-2], the proposal name [College Beverage Vending Services], the company name, and delivered to:

Purchasing

State College of Florida, Manatee-Sarasota
Building 7, Room 141
5840 26th Street West
Bradenton, Florida 34207

All proposals must be received at the address above no later than **2:00 PM, Friday 13 September 2013**. Proposals received after this date and time will be rejected. Proposals will not be evaluated at the time of opening. The evaluation date and time is noted in the RFP document.

With the consent and agreement of the successful proposer, purchases may be made under this RFP by other community colleges, state universities, district school boards, and by other Florida public entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (d).

Proposers shall note exceptions to the above paragraph, if any.

In order to insure uniformity, all proposals must be submitted on the enclosed forms or exact photo copies and signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Request for Proposals (RFP) to Tim Langenback, by e-mail: langent@scf.edu. Questions regarding this RFP must be submitted, in writing, no later than 7 days prior to the RFP due date. All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice.

Proposal Submittal Form

Purchasing Department
 State College of Florida, Manatee-Sarasota
 5840 26th Street West
 Bradenton, Fl 34207
 941-752-5356

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

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

RFP	2013-2	College Beverage Vending Services
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Vendor Name	
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Bidding As	Corporation		Individual		Other (explain)	
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Address	
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City		State		Zip Code	
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Telephone		Fax	
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E-Mail	
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Representative Title	
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Signature	
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GENERAL CONDITIONS

To insure acceptance of the bid, follow these instructions:

<p>SEALED PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed container. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. SCF Purchasing will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p>DEFINITIONS: [College] refers to State College of Florida, Manatee-Sarasota. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.</p>
<p>EXECUTION OF PROPOSAL: Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p>PROPOSAL OPENING: Shall be public, at the address indicated on the RFP document, on the date and at the time specified on the proposal form. Proposals will not be evaluated at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax or telephone will not be accepted.</p>
<p>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to the authorized designee of State College of Florida, Manatee-Sarasota Board of Trustees, to authorize College administration to award a contract with the proposer, or proposers, scoring the overall highest evaluation points.</p>	<p>NO BID: If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID".</p>
<p>AWARDS: As the best interest of the College may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p>COSTS: The College is not liable for any costs incurred by a proposer in responding to this RFP, including those for presentations, when applicable.</p>
<p>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, typed or printed in ink, and includes all packaging, handling, shipping charges and delivery to the destination shown herein.</p>	<p>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>
<p>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p>MISTAKES: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p>
<p>SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. Failure to comply with the condition will be considered as a breach of contract.</p>	<p>UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p>PAYMENT: Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. State College of Florida, Manatee-Sarasota, 5840 26th Street West, Bradenton, Florida 34207</p>

<p>DELIVERY: Unless actual date of delivery is Specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>	<p>INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to State College of Florida Purchasing office for receipt no later than ten (10) days prior to the RFP opening. Inquiries must reference the date of RFP opening and RFP number. Failure to comply with this condition will result in proposer waiving his right to dispute the RFP conditions and specifications.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.</p>	<p>CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of State College of Florida, Manatee-Sarasota. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.</p>
<p>ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p>PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other community colleges, state universities, district school boards, political subdivisions, or state agencies with the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation.</p>
<p>SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>	<p>SAMPLES: Samples of items, when required, must be furnished free of expense, on or before RFP opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p>NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in RFP and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor mailing list.</p>	<p>INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.</p>
<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in his letter the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p>LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a RFP response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p>DISPUTES: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>	<p>ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.</p>

<p>PROTEST: “Failure to file a protest within the time prescribed in S. 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.” All protests must be delivered to the Director of Business Services and Public Safety, Bldg. 7, Rm. 142, 5840 26th Street West, Bradenton FL. 34207 within the time prescribed in Chapter 120, Florida Statutes to be considered valid.</p>	<p>PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.</p>
<p>ASSIGNMENT: Any Purchase Order issued pursuant to this RFP invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>	<p>CONSORTIUM PURCHASE: When an RFP is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p>LIABILITY: The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of this contract.</p>	<p>STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida’s Department of State.</p>
<p>PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: “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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.”</p>	<p>RETENTION OF RECORDS: Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this RFP and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p>PUBLIC RECORD LAW: Any material submitted in response to this RFP will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor’s refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this RFP.</p>	<p>AUDIT RECORDS: The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the College under any contract resulting from the RFP, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this RFP.</p>
<p>ANTI-DISCRIMINATION CLAUSE: The non-discrimination clause contained 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, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p>AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor’s non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this RFP may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.</p>
<p>DISCRIMINATORY VENDOR’S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.</p>

SPECIAL CONDITIONS

Non-Florida Companies

PREFERENCE TO FLORIDA BUSINESSES: State College of Florida, Manatee-Sarasota is required in solicitations to provide a preference to Florida businesses in accordance with Florida Statute 287.084 (personal property). To be responsive, firms shall submit with their bid/proposal/submittal a fully completed Special Condition #27.01 **“Written Opinion Requirement re: Florida Preference – Personal Property”** form OR on the Attorney at Law’s LETTERHEAD, a written opinion with all the required information. The submitted document MUST be signed by an attorney at law licensed to practice law in the bidder’s/proposer’s foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business, as defined in Florida Statute 607.01401(20), are in that foreign state in the letting of any or all public contracts.

FORM: **Written Opinion Requirement re: Florida Preference – Personal Property Form** – included in this document.

287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

PREFERENCE TO FLORIDA BUSINESSES (Printing): State College of Florida, Manatee-Sarasota is required in solicitations to provide a preference to Florida businesses in accordance with Florida Statute 283.35 (Printing). To be responsive, Printing Out of State Bidders/Proposers/Firms shall submit with their bid/proposal/submittal a fully completed “**Written Opinion Requirement re: Florida Preference – Printing**” form.

FORM: **Written Opinion Requirement re: Florida Preference – Printing Form** – included in this document.

Florida Statute 283.35 – Preference Given Printing Within The State

When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

PRINCIPAL OFFICE:

Florida Statute 607.01401(20) defines “principal place of business” for firms responding to solicitations where they must complete either **Written Opinion Requirement re: Florida Preference – Personal Property Form** or **Written Opinion Requirement re: Florida Preference – Printing Form** as required by Florida Statutes 287.084 or 285.35.

Florida Statute 607.01401(20) Definitions. As used in this act, unless the context otherwise requires the term:

(20) “Principal office” means the office (in or out of this state) where the principal executive offices of a domestic or foreign corporation are located as designated in the articles of incorporation or other initial filing until an annual report has been filed, and thereafter as designated in the annual report.

Method of Calculation for Special Conditions

Florida Preference – ITB Personal Property

Bidder with out of state preference - Out of state responsive firm with legal written opinion written by an attorney licensed to do business in that state timely submitted/ documented preference – the in state % preference allowed by the state in which the firm has its principal place of business will be ADDED by SCF to the out of state firm’s bid amount to determine which firm to recommend award to.

Bidder with NO out of state preference - Out of state responsive firm with a legal written opinion written by an attorney licensed to do business in that state timely submitted/that documents their company principal of business has **no such in state** preference – 5% will be ADDED by SCF to the out of state firm’s bid amount. to determine which firm to recommend award to.

Florida Preference – ITB Printing

5% will be ADDED to the out of state responsive firm’s bid amount to determine which firm to recommend award to.

Florida Preference – RFP/ITN Personal Property and Printing

Preference percentages will be DEDUCTED from the out of state responsive firm’s price proposal during the public evaluation meeting and as such the responsive out of state bidder will be assigned less evaluation points equal to 5% printing or equal to their states % preference for property purchases. EXAMPLE: if the solicitation has a maximum 50 points for cost and the out of state has a 5% preference the evaluation committee would subtract 2.5 points from the out of state suppliers score for cost (i.e. 5% of 50 =2.5 points).The preferences will be applied in the initial written evaluation phase before finalist interview or reference checks.

OTHER REQUIRMENTS AND CONDITIONS

INSURANCE REQUIREMENTS	<p>When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following:</p> <ol style="list-style-type: none"> 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. <p>The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>
PROPOSED RULES FOR WITHDRAWAL	A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.
REJECTION OF PROPOSALS	The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed.
PROPOSAL INQUIRIES	The proposer may examine this RFP to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this RFP must be received within 72 hours of receipt of the RFP documents. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this RFP shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this RFP, which shall be sent to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications.
ADDENDA	All addenda to this RFP will be posted to the SCF Purchasing web page containing the original solicitation. http://www.scf.edu/Administration/BusinessServicesPublicSafety/Purchasing/InvitationstoBid/default.asp
PRE-DECISION DISCUSSIONS	Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.
VERBAL INSTRUCTIONS	No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this RFP shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.
POSTING OF RECOMMENDED AWARD	The recommended award may be reviewed on the SCF web page http://www.scf.edu/Administration/BusinessServicesPublicSafety/Purchasing/InvitationstoBid/default.asp
INCLUSION OF SUPPORTING DOCUMENTS	All those submitting sealed replies in response to this Request for Proposals understand that the RFP document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.

TERMINATION AT WILL	The Contract resulting from this RFP may be terminated by either party upon no less than sixty (60) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.
AVAILABILITY OF FUNDS	The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
TRAVEL EXPENSES	The College shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.
SUBCONTRACTORS	The proposer is fully responsible for all work performed under the Contract resulting from this RFP. The proposer may, upon receiving prior written consent from the College's Purchasing Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer.
FORCE MAJEURE	Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this RFP or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.
SUBSTITUTION OF KEY PERSONNEL	In the event the successful proposer desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the College shall have the right to approve or disapprove the desired personnel change in advance in writing.
SEVERABILITY	The invalidity or unenforceability of any particular provision of the Contract resulting from this RFP shall not affect the other provisions hereof and the Contract resulting from this RFP shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Contract resulting from this RFP can still be determined and effectuated.
GOVERNING LAW AND VENUE	Any Contract resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Manatee County, Florida.
SAMPLE CONTRACT	Proposers must include a copy of their standard contract with their submissions. If proposers do not have a standard contract, The College will provide a contract subject to the terms and conditions of this RFP. Proposers are encouraged to alter their contracts to conform to the terms of the RFP.
PUBLIC MEETING NOTIFICATION	All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.
BLANK	Intentionally left blank.

Proposer's Checklist

Please use this checklist as an aid to help you ensure that your proposal is complete

Did you attach information that effectively answers the qualification criteria of this document?	
Did you follow the STRUCTURE guidelines for your submittal?	
Did you attach proof of insurance as requested?	
Did you complete, sign and attach the Proposal Submittal Form?	
Did you provide price information as shown in section 3.7?	
Did you complete Written Opinion Requirement re: Florida Preference – Personal Property Form? (if required only)	
Did you submit a copy of your Florida license and/or certification (if required by Florida statute)?	
Did you complete and sign the Drug Free Workplace Form?	
Did you submit 7 copies of your proposal?	
Did you write the RFP number, RFP name and your company name on the mailing package?	
Did you send the package, in time, to make it to its destination on time?	

If you do not wish to make a proposal you only need to return the Proposal Submittal Form. Please indicate a reason for not proposing as indicated.

The completed proposal must be received at the Purchasing office no later than 2:00 PM, Friday 13 September 2013

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

DOES:

1. Publish a statement notifying employees that the unlawful manufacturer, 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 employees 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 1893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five 95) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is 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.

Bidder's Signature

Date

Written Opinion Requirement re: Florida Preference – Personal Property Form

To be responsive, firms shall submit with their bid/proposal/submittal a fully completed “**Written Opinion Requirement re: Florida Preference – Personal Property**” form OR on the Attorney at Law’s LETTERHEAD a written opinion with all the required information. The submitted document **MUST** be signed by an attorney at law licensed to practice law in the bidder’s/proposer’s foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business, as defined in Florida Statute 607.01401(120), are in that foreign state in the letting of any or all public contracts.

Name of Firm submitting bid/proposal/ITN reply	
State that is principal place of business of bidder/proposer as defined in Florida Statute # 607.01401(20)	
Name of Attorney at Law licensed to do business in state of principal place of business	
Attorney phone number	
Attorney e-mail address	
Attorney Written Opinion: Define if the bidder’s/proposer’s foreign state has laws that provide preferences, if any or none, granted by the law of the foreign state as to its own business entities whose principal places of business, as defined in Florida Statute 607.01401(20) are in that foreign state in the letting of any or all public contracts.	
Provide the specific web \: url where the bidder’s/proposer’s foreign state law is defined as to providing preferences to in state businesses for any or all public contracts	
Provide the percentage preference to in state businesses for any and all public contracts defined by the bidder’s/proposer’s foreign state	
Does the bidder’s/proposer’s foreign state have any laws that provide a preference to in state businesses for any and all public contracts? Answer: YES or NO	
Signature: Attorney at Law licensed to do business in bidder’s/proposer’s foreign state	
Printed Name: Attorney at Law who’s signature is affixed	

NOTE: Bidders/Proposers who are submitting bids/proposals for Personal Property; Failure to submit a fully complete **Written Opinion Requirement re: Florida Preference – Personal Property** will cause their bid/proposal to be considered non-responsive.

Written Opinion Requirement re: Florida Preference – Printing Form

To be responsive, printing out of state bidders/proposers/firms shall submit, with their bid/proposal/submittal a fully completed **Written Opinion Requirement re: Florida Preference – Printing Form**.

Name of Firm submitting bid/proposal/ITN reply	
List the State which is the principal place of business for the bidder/proposer	
Phone Number of Firm	
Email Address of Firm – person submitting bid/proposal/reply	
Signature of bidder/proposer	
Print Name of bidder/proposer	

NOTE: Printing Bidders/Proposers whose principal place of business is in a state other than Florida must submit a fully complete **Written Opinion Requirement re: Florida Preference – Printing**. Failure to submit will cause their bid/proposal to be considered non-responsive.

BEVERAGE POURING RIGHTS SPECIFICATIONS

- 1.0 **General Scope of Services:** State College of Florida, Manatee-Sarasota (College) is planning to award a five (5) year **exclusive contract** for the vending and fountain pouring rights of soft drinks, bottled specialty drinks, water and associated approved products at its three (3) campuses. The College has a total of about 485 employees and about 7,586 FTEs.

Operations consist of thirty-eight (38) 20 once plastic bottle vending machines along with fountain operations in the cafeterias located at the Bradenton Campus and at the Venice Campus.

Attachments have been added within the body of this RFP to illustrate current distribution of beverage vending machines and the breakdown of current approximate revenues by campus. The current vendor, Pepsi Bottling Company (Contractor) has had a contract since November 2003.

The College's campuses are located at the addresses below.

A. Bradenton Campus
5840 26th Street West
Bradenton, FL 34207

B. Lakewood Ranch Campus
7131 Professional Parkway E.
Sarasota, FL 34240

C. Venice Campus
8000 S. Tamiami Trail
Venice, FL 34293

- 1.1 The College desires to establish and to maintain a high level of service and relationship with a beverage vendor that understands the collegiate marketplace; understands the needs of students & staff; recognizes the need to be timely and responsive and promotes a high level of professionalism / cleanliness with its employees.
- 1.2 It is the College's intention that the resultant contract, if approved by the District Board of Trustees of State College of Florida, Manatee-Sarasota, will be for an initial contract period of five years, through October 31, 2018, with one possible five-year renewal term through October 31, 2023. The renewal would be subject to satisfactory performance, continued need, and mutually agreeable terms and conditions. Any resultant contract shall be governed by the laws of the State of Florida and would include a 180-day termination provision without cause or cost for both parties.
- 1.3 The College has scheduled a mandatory attendance RFP pre-proposal conference on Monday, August 26, 2013 at 9:00 a.m. in the Board Room of Building #7, Room 160 on the Bradenton Campus to provide proposers an opportunity to review the RFP with College staff, have questions answered, and visit the College's vending locations.
- 1.4 Proposers may take photographs of the College space and areas devoted to beverage vending, but must avoid taking pictures of people.

- 1.5 The College will attempt to provide the contractors with accurate and complete information. However, the College is not responsible or liable for any inadequacy, inaccuracy or incompleteness of any information provided pursuant to this RFP.
- 1.6 Contractor will assure that any employee to be present on any College site, for any reason whatsoever, is not a registered sex offender or sexual predator. The contractor will not allow persons to enter College property if their backgrounds indicate they would be a threat to others.
- 1.7 The College will require that all representatives of the RFP proposers conduct themselves in a professional manner during the RFP process. In addition, once a contract is awarded, all Contractor employees will adhere to College rules and procedures in effect at the contract date and as amended from time to time during the contract period.

2.0 PRODUCT VENDING SPECIFICATIONS

- 2.1 Contractor shall not exceed a price of \$1.75 per 20 oz. bottle of soft drinks and water during the first two (2) years of the contract. Also, Contractor shall not exceed a price of \$2.00 per bottle for specialty drinks during the first two (2) years of the contract. During the third, fourth and fifth year of the contract, the Contractor shall not increase prices of either of these categories of more than \$.25 / bottle per year.
- 2.2 The Contractor's proposal must contain detailed information describing the manner in which the Contractor plans to discharge its responsibilities. It is essential that the evaluation committee have a clear understanding of the operational concepts the Contractor intends to apply to the College's beverage vending service program.
- 2.3 The Contractor will use their best efforts to provide any additional varieties of vended beverage products and package sizes that may be requested by the College. .
- 2.4 The College prohibits the sale of any of the Contractor's products within the confines of the State College of Florida Collegiate School (building #19 on Bradenton Campus).
- 2.5 The College's Director of Business Services shall be the only contact concerning any of the contract provisions in the agreement. Any variations of product, price, distribution, dispensing location, vending machine condition or other operational issue shall be pre-approved by the Director of Business Services.
- 2.6 All vending machine placements must be new vending machines or like-new vending machines. "Like-new vending machines" are defined as those latest state-of-the-art vending machines that are less than two (2) years old and have been refurbished immediately prior to installation. Contractors 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 be with new machines or College-approved like-new vending machines.
- 2.7 Contractor shall meet all Federal, State of Florida, OSHA and beverage association regulations concerning the operation of vending machines. This shall include but not be limited to health, safety, electrical, plumbing, mechanical and cleanliness issues.

- 2.8 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.
- 2.9 All machines must comply with current Americans with Disabilities Act guidelines and/or any FDA labeling guidelines imposed during the life of this Contract.
- 2.10 The contractor may not move or change machines without prior written approval by the College. Unilateral placement or removal of vending machines by contractor is not authorized. The College reserves the right, at its sole discretion, to have any vending machines removed from College property.
- 2.11 College and Contractor agree that ownership of all vending equipment and contained product shall remain with the contractor. The contractor assumes all risk of damage, theft, power loss or any other economic loss; however, the College will use reasonable precautions to protect the contractor's equipment.
- 2.12 The Contractor is responsible for providing an acceptable preventative maintenance and repair program. A notice providing a local or (800) service telephone number must appear on each vending machine to receive a refund. The 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 twenty-four business hours.
- 2.13 Contractor shall send a repair technician, within twenty-four (24) 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 6:00 pm, Monday through Friday.
- 2.14 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.

3.0 COMMISSIONS & REPORTS:

- 3.1 The minimum commission to be paid to College is thirty-five percent (35%) of all revenue received by Contractor for sodas and water products sold at College. The minimum commission to be paid to College is twenty percent (20%) on all specialty drinks sold at the College. Contractor shall list in its proposal all expected products and assign a class of "soda/water" or "specialty drinks" and include the planned pricing.
- 3.1 The Contractor assumes full liability for all taxes applicable to its property and income and is solely responsible for the payment of Florida State Sales/Use tax. This Contractor obligation will not affect the calculation of the College commissions which are earned on gross revenue after the deduction of sales tax. There will be no other deductions of any kind from gross sales preceding the calculation of any commissions payable to the College.
- 3.2 In addition to the monthly contractual commission amount payable, the awarded contractor shall further remit to the College, in a **separate** check each month for the State of Florida use tax due, commission and this tax, to be forwarded by the College to the State of Florida Department of Revenue.

- 3.3 The term “gross receipts” as used herein shall be construed to include the total all monies, credit cards, College proprietary cards, and coupons.
- 3.4 Payment of all commissions and all financial obligations due the College shall be made in full on or before the 30th day of the month for the previous month’s sales.
- 3.5 If the Contractor desires to make changes after the first two years of this agreement in prices, quantity or quality of products the Contractor must submit a written request for such changes together with specific justification for such changes.
- 3.6 The College, its designee, or the State Auditor General’s Office shall have the right to inspect the Contractor’s records, meter readings, invoices and any other accounting documentation necessary to verify sales and/or commissions.

3.7 Contractors will provide in their proposals for specific information regarding financial return as shown below:

a) Vending

Projected Annual beverage vending revenue	\$ _____
Rate of commission	% _____
Projected Annual financial return	\$ _____
Minimum annual guarantee	\$ _____
Signing bonus	\$ _____
In kind donations, annual	\$ _____

b) Fountain and retail cold beverage

Projected Annual retail cases	# _____
Projected Annual BIB usage	# _____
Exclusive rights value, annual	\$ _____
Rebate per non vended case	\$ _____
Rebate per BIB gallon	\$ _____
In kind donations, annual	\$ _____
Athletic sponsorship, annual	\$ _____

3.8 The Contractor shall provide electronic sales reports as specified by the College. All reports must be in user-friendly formats. Contractor will provide the College with the following monthly reports, on or before the 30th day of the month for the previous month’s sales.

Reports are to include

- A. Monthly cash, card, coupon sales for each vending machine by identifying building number and in total.
- B. Monthly statement of vending sales of non-taxable bottled water
- D. Complete audit trail from total gross revenues to total net commissionable revenues and commission amount earned.
- G. Contractor must provide with RFP their submittal samples of all financial and operational reports to be submitted.
- H. The successful Contractor will reconcile these records and reports with the College designee as

may be requested.

- I. Total transparency is required; the College may at any time request any additional supporting details, data or reports that are directly related to the contractor's operations at the College. The Contractor must provide any such information within ten (10) business days.
- J. An external CPA auditor report documenting they have audited and confirmed the accuracy of the prior year's sales, records and commission payments to the College. Such report must be submitted to the College's Director of Business Services within ninety (90) days of the close of the contract year.

4.0 **SPONSORSHIP AGREEMENT:**

4.1 As an integral part of the final contract, the Contractor and College agree to the following MINIMUM sponsorship provisions shall be made a part of the contract:

- A. Contractor will pay to College **annually** a sponsorship fee of at least twelve thousand dollars (\$12,000).
- B. Product donations will be given to the College in a wholesale value **annually** equal to two thousand dollars (\$2,000) to be used for College events.
- C. Athletic Program donation will be given **annually** in the amount of two thousand dollars (\$2,000) to College for support of athletic programs.
- D. Athletic Program will be given **annually** five (5) cases of logo cups for use at athletic events.
- E. Contractor will pay to College **annually** one thousand dollars (\$1,000) to fund the College's Foundation golf tournament.
- F. Contractor will pay to College **annually** four thousand dollars (\$4,000) to be used specifically for student scholarships.
- G. Contractor will pay College **annually** ten thousand dollars (\$10,000) to be used by the College President for student supported services at the College.
- H. In the first year of the contract and again in the first year of the contract extension in 2018 if applicable, Contractor will pay College ten thousand dollars (\$10,000) toward the construction of an electronic scoreboard in the ladies softball field.

4.2 All listed non-product sponsorship fees will be totaled each year at the end of October of that year and will be payable by November 30th for the preceding year.

INSURANCE REQUIREMENTS

1. REQUIREMENTS:

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

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 \$1,000,000 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 and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Purchasing Director/Risk Manager may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.

5. Contractor shall furnish the 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.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies. Evidence of such coverage MUST be provided by endorsement to the policy and furnished to College's Risk Management Department.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College's Risk Management Department has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

Time Table

Time	Day/Date	Description
	Thursday, August 15, 2013	RFP post to College Purchasing web page and submitted to media for advertisement
9:00 AM	Monday, August 26, 2013	Mandatory Pre-Submittal Conference held in the Board Room, Building 7, Room 160 on the SCF Bradenton Campus.
4:00 PM	Tuesday, September 3 , 2013	Questions and requests for clarification due.
2:00 PM	Friday, September 13, 2013	Proposal due date delivered to the purchasing office, building #7 room 141
TBA	Wednesday, September 18, 2013	Selection committee reviews and short lists firms
TBA	September 24 & 25, 2013	Short listed firms present oral presentations by finalists
TBA	Monday, September 30, 2013	Final award made
	Friday, November 1, 2013	New contract effective date

SCF Pepsi Commissions for the Past Three Years (exclusive of sponsorship funding)

Campus			
	2011	2012	2013--July
Bradenton	\$18,703	\$20,963	\$11,922
Lakewood Ranch	\$1,758	\$2,612	\$1,718
Venice	\$7,120	\$9,060	\$4,615
Totals	\$27,581	\$32,635	\$18,255

Scoring Methodology

Point System: Maximum total points 100 per evaluation committee member for a total of 500 points overall. All proposals will be evaluated on the following point scale.

Company experience and Qualifications maximum of 20 points:

- The selection committee will evaluate the following:
- Corporate and local management support structure
- Contract management
- Accounting/auditing systems
- Product and cash control systems
- Innovations

Merchandise maximum of 20 points:

- The selection committee will evaluate the following:
- Expansion of glass front placements
- Preventive maintenance and service provisions
- Restocking schedules
- Response time
- Refund process
- Special promotions
- Operations plan and timeline

Total Economic Value maximum of 40 points:

- The selection committee will evaluate the following:
- Vending commissions rates
- Advanced sponsorships
- Guarantees
- Bonuses
- Retail pricing
- Rebates
- Growth Incentives
- Sponsorship Agreements

Technology maximum of 20 points:

- The selection committee will evaluate the following:
 - Ratio of new vs. refurbished equipment
 - State-of-the-art features
 - Payment options
 - Ability to electronically track machine revenue collection
 - Ability to electronically track inventory product preferences by location

Structure

Proposals must be submitted in 3-ring binders. Each section of the proposal must be separated by an index tab and organized in the following sequence:

Title Page – this page must contain the following:

ITN2013-2
College Beverage Vending Services

Proposer's Company Name

Company Address

Contact Name

Contact Phone

Contact e-mail

- Section 1:** Proposal Submittal Form (must be complete and signed)
- Section 2:** Drug Free Workplace Form (completed and signed if applicable)
- Section 3:** Florida Preference – Personal Property Form (out of state if applicable)
- Section 4:** Price Information (as shown in Section 3.7)
- Section 5:** Proof of Liability Insurance Coverage
- Section 6:** Company Experience & Qualifications – see Scoring Methodology
- Section 7:** Merchandise – see Scoring Methodology
- Section 8:** Total Economic Value – see Scoring Methodology
- Section 9:** Technology – see Scoring Methodology

Send seven (7) copies of your sealed reply for consideration. One of the copies must be marked with the word **ORIGINAL** on the title page. Make sure signatures are included as needed.

Note: Do not use State College of Florida official logo in any part of your proposal

STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA STANDARD CONTRACT ADDENDUM

THIS ADDENDUM to that certain agreement titled _____ to State College of Florida, Manatee-Sarasota (Agreement”) dated _____ by and between THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, a public body corporate (“College”), and _____, a sole proprietorship, corporation, general partnership, limited partnership, limited liability company [*STRIKE INAPPLICABLE*] organized and existing under the laws of the State/Commonwealth of Florida duly authorized and licensed to do business in the State of Florida (“Vendor”), shall be effective as of the date indicated above. The following terms and conditions shall be incorporated and made a part of the Agreement and to the extent of any conflict therewith, the provisions contained in this Addendum shall supersede and control.

COLLEGE. State College of Florida, Manatee-Sarasota is a political subdivision of the state of Florida and is administered by THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, Florida, a public body corporate, pursuant to Florida Statutes Section 1001.63.

TERM EXTENSION. The term of the Agreement may be extended by the College on an annual basis for a period of years, upon the same terms and conditions in the Agreement at the option of the College. Any extension shall be upon the same terms and conditions set forth herein and shall be exercised in writing and shall be deemed exercised when deposited, postage pre-paid in the U S Mail. In the event the College continues to perform following end of the term of the Agreement and the College has not exercised its right to extend the term of the Agreement, prior to any termination of the Agreement by the Vendor, the Vendor shall give the College written notice of its failure to exercise its extension right and an opportunity to cure, and, if the College fails to exercise its extension within thirty (30) days of receipt of the Vendor’s notice, the Agreement shall terminate.

FORCE MAJEURE. Neither the College nor the Vendor shall be responsible for its default, delay or failure to perform any terms or conditions of the Agreement when failure to perform is due to causes beyond such party’s reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or inaction of governmental authorities, epidemic, war, act of terrorism, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default or force majeure.

TERMINATION. The College may, at any time during the period of this Agreement, without cause, terminate the Agreement by giving thirty (30) days prior written notice of its intention to do so by U S Mail to the other party. Should College exercise its option to terminate this Agreement in accordance with this paragraph, all costs incurred and refunds due to the College shall be processed up to the termination date.

INDEPENDENT CONTRACTOR. Vendor is an independent contractor, and the College shall have neither supervision nor control over the Vendor’s employees, agents, representatives or volunteers in the performance of their duties for the Vendor. If the Vendor is an individual, the Vendor understands that the College will deduct no federal or state income tax and that no retirement, health or life insurance, or other benefits available to the College employees, will accrue to the Vendor. The Vendor shall not in any manner use the credit or name of the College in connection with its business or affairs except as specifically authorized in this Agreement or as approved in writing prior to such use by the College. The Vendor shall purchase all equipment, supplies and sign contracts in its own name and sole credit, and shall promptly make full payment thereon, in accordance with the terms of purchase.

LIABILITY AND INDEMNITY . The Vendor agrees to indemnify, defend and hold harmless the College and its officers, trustees, employees, representatives and agents, from any and all claims, causes of action, costs, expenses, injuries, liabilities, attorneys’ fees and costs, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Vendor, its employees, agents or subcontractors. The College, as a public body corporate of the State of Florida, does not agree to indemnify or hold the Vendor harmless, and does not agree to enlarge the scope of the waiver of sovereign immunity provided in Section 768.28, Florida Statutes. Nothing in the Agreement shall be construed or interpreted as to deny to either party any remedy or defense available to such party under the laws of the State of Florida.

PUBLIC RECORDS. The Vendor will allow public access to all records, documents, papers, letters or other material subject to the provision of Florida’s Public Records law, Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Refusal by the Vendor to allow such public access will be grounds for immediate cancellation of this Agreement by the College and for imposition of any remedy or penalty available under law. The Vendor will indemnify the College and its officers, trustees, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, that relate to any public records which the Vendor maintained or should have maintained in conjunction with this Agreement, or that relate to any public records which the Vendor failed to produce or copy in response to a public records request.

TRAVEL EXPENSES. Travel expenses are reimbursable to the Vendor only where the College has agreed in writing that the Vendor’s fee for services is not all-inclusive and that the College will fund such travel in addition to the Vendor’s fee. Where travel is reimbursable, the Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Florida Statutes,. No travel expenses will be paid to, or for the benefit of, any individual in excess of the amount permitted by Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by law shall be borne by the Vendor.

DELIVERABLES. The Vendor shall provide units of deliverables, including reports, findings, and drafts to be received and accepted in writing by the Agreement Administrator prior to payment.

TAXES. The College is exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

ACCOUNTING AND AUDIT. The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The College, and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to review such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to this Agreement for a period of at least three (3) years after the final payment or termination of this Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this Accounting and Audit provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to this Agreement.

CONFLICTS OF INTEREST. The Vendor shall not hire, and shall not permit any subcontractor or other person, firm or business entity with whom the Vendor is engaged in a combined effort to perform this agreement, to hire any person who is a College officer or employee, unless the College consents in writing after full written disclosure of the surrounding facts. No officer or employee of the College shall have a financial interest, direct or indirect, in this contract unless the College consents in writing after full written disclosure of the surrounding facts.

ASSIGNMENT, DELEGATION AND SUBCONTRACTS. The Vendor shall not assign, delegate, subcontract or otherwise transfer any interest in this Agreement or any obligation of Vendor without the prior written consent of the College.

PERSONNEL. The Vendor represents that it has or will, at its own expense, obtain all personnel and equipment required to perform this Agreement. The Vendor warrants that all personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws. Said employees, agents, representatives, volunteers and any other persons in or about the College's premises at the instance or request of the Vendor, shall conform to all rules established by the College to govern the general conduct of persons in or about the said premises.

PUBLIC ENTITY CRIME. The College will not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

VENDOR'S DEFAULT. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default (hereunder "Event of Default"): Failure to begin work, perform services or deliver goods on schedule; failure to submit any report required hereunder; substandard, unprofessional or faulty performance of services or goods; violation of applicable laws, regulations, rules, ordinances, policies, permits, or licenses; failure to pay debts as they come due; filing for bankruptcy; or failure to perform any other covenant or condition of this Agreement. Upon the occurrence of any Event of Default, the College may take one or more of the following actions.

- (1) Give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time in the notice, ten (10) days from the issuance date of the notice, and if the Event of Default is not thereafter timely remedied, treat the Agreement as breached and terminate the Agreement, effective three (3) days after giving the Vendor notice of termination;
- (2) Give the Vendor a written notice specifying the Event of Default, suspend all payments to be made to the Vendor under this Agreement, and order that the portion of the contract price which would otherwise accrue to the Vendor during the period from the date of notice until such time as the College determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor;
- (3) Set off against any other obligations the College may owe to the Vendor any damages the College suffers by reason of the Event of Default; or
- (4) Treat the agreement as breached and pursue any of its remedies provided for in this Agreement, in law or in equity, or all of these.

The Vendor shall be liable to the College for any damages it sustains by virtue of the Vendor's breach or for any reasonable costs the College may incur in enforcing or attempting to enforce this Agreement, including attorneys' fees and costs. The terms of this paragraph shall not be deemed to limit the College's right to terminate the Agreement on written notice and without cause as provided in this Addendum.

WAIVER OF BREACH. No failure by the College to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. The College's failure to notice any Event of Default shall not be deemed a waiver of the right of the College to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supercedes all prior agreements and understanding related hereto.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

GOVERNING LAW/VENUE. This Agreement will be governed by and construed under the laws of the State of Florida. Manatee County, Florida, will be the forum and venue for any lawsuit between the parties arising from or incident to the Agreement. Vendor consents to personal jurisdiction in the State of Florida.

NON-DISCRIMINATION. If this Agreement is funded in any part by monies of the United States of America, the Vendor shall comply with all of the provisions of 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, as supplemented by the regulations of the United States Department of Labor (41 CFR Part 60). The College’s policy prohibiting sexual harassment, is incorporated into this Agreement by reference as if fully set forth herein.

FUNDING AVAILABILITY. Obligations of the College hereunder are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

AUTHORITY. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation.

SURVIVAL. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination, expiration, or cancellation of this Agreement.

PARAGRAPH HEADINGS. The headings of the paragraphs of this Agreement are inserted for convenience or reference only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

AGREEMENT ADMINISTRATOR. Except where otherwise specified, the Agreement Administrator shall be the College’s representative for purposes of administering this Agreement, and the Vendor shall submit all progress reports, invoices, correspondence and related submissions to the Agreement Administrator, who is: _____.

COUNTERPARTS/FACSIMILE. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. Facsimile signatures are acceptable as original signatures on this Agreement.

ADDENDA. Additional addenda, which are part of this Agreement, are attached hereto.

THE PARTIES HAVE READ, UNDERSTAND AND AGREED TO THIS ADDENDUM. THIS ADDENDUM IS NOT VALID UNTIL ALL SIGNATURES ARE AFFIXED AND NO COMMITMENT EXISTS UNTIL FULLY EXECUTED BY THE COLLEGE.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

THE DISTRICT BOARD OF TRUSTEES
OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

VENDOR

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____