



**SOUTH FLORIDA STATE COLLEGE  
REQUEST FOR PROPOSAL #17-01  
BEVERAGE VENDING CONTRACT**

South Florida State College is seeking proposals from qualified firms to provide college-wide beverage pouring rights/beverage vending services. The College reserves the right to award this service to a single vendor or not at all, if in the best interests of the College. Vendors are welcome to partner with other entities to offer an optimum proposal. In a partnering arrangement, however, the College will only contract with the proposing vendor, not the partner. Should a partnering arrangement be awarded, only a single contract will be executed.

The goal of this RFP is to maintain the highest quality of service for the College's students, faculty, and staff while maximizing the revenue stream from beverage sales and beverage vending. The College's intent is to design a mutually beneficial relationship with a beverage vending company that enriches the corporate image of the Contractor(s) as well as the College.

1. **PROPOSAL SUBMISSION:**

Proposals must be received in the College's Purchasing Office, located on the Highlands Campus in Avon Park, on or before **2:00 p.m., local time, on Wednesday, April 24, 2017**. Deliver Proposal to: PURCHASING (Bldg. C-2), SOUTH FLORIDA STATE COLLEGE, 600 W. College Dr, Avon Park FL 33825-9399. Proposals may not be faxed.

Proposals must be clearly identified on the outside of the envelope as: **"Request for Proposal #17-01 Beverage Vending Contract"**. The complete Notice of Request for Proposals, which includes submittal requirements and evaluation criteria, will be posted on the College's website at <http://www.southflorida.edu/businessoffice/purchasing/> under "Active Bids", and on the College Bid Board. Addenda and other information will also be posted on the website throughout the solicitation process. Potential offerors should monitor the website throughout the solicitation process and prior to submitting proposals. Please review the information on the website prior to submitting questions. If you have questions concerning any portion of this proposal process, please contact Deb J. Olson, Coordinator of Purchasing, at 863-784-7275, by fax at 863-453-6656, or by e-mail at [purchasing@southflorida.edu](mailto:purchasing@southflorida.edu). The College will not be responsible for any delays in delivery of proposals.

Proposals must be typed or printed in ink and contain an original signature of an individual authorized to bind the firm. All corrections made by Proposer to the Proposal must be initialed. Submit one **(1) original** and four **(4) copies** of your

Proposal in a sealed envelope. Proposer shall furnish all information requested on the Proposal Response Form. If there is not enough space on the form, additional sheets may be attached. Proposer shall state brand names, sizes, and types offered. Additional data may be attached to the Proposal Response Form by the Proposer.

2. **NO RESPONSE:**

If you decide not to respond, please return page 2 of the attached Proposal Response Form, indicating reasons(s) for not submitting.

3. **SELECTION/AWARD PROCESS:**

3.1 The College reserves the right to accept or to reject any or all Proposals, to waive any irregularities or informalities in any Proposal or in the proceedings, and to accept or reject any item or combination of items. The award will be to the Proposer whose Proposal complies with all the requirements set forth in this RFP, and whose Proposal, in the opinion of the College, is the most advantageous to the College. The College will take into consideration all aspects of the Proposer's Response, including the total revenue, and other benefits, to the College, as well as all of the criteria requested.

Award will be made to the highest ranked proposer(s) based on the evaluation criteria stated in this Request for Proposal. Proposers will be ranked based upon information submitted in their proposal considering the following criteria:

- Service and financial qualifications;
- Quality of references/past experience;
- Product(s) offered;
- Benefit(s) to SFSC students and employees; and
- Financial benefit to the College.

For easy evaluation, the College **strongly suggests** that the contents of your Proposal follow the criteria listed on the Response Form.

5. **OBLIGATION OF PROPOSER:**

The failure or omission of any Proposer to examine any form, instrument, site or document shall in no way relieve any Proposer from any obligation in response to his/her/its/their Proposal. On Proposals requiring on-site installation, each Proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with all necessary details prior to submitting a Proposal.

6. **INDEMNIFICATION:**

The successful Proposer agrees, by accepting the award of this Proposal, to the following "Hold Harmless Agreement":

During the term of this contract, the Proposer shall indemnify, hold harmless, and defend the Board of Trustees of South Florida State College, Avon Park, Florida, its agents, servants, employees, and volunteers, from any and all costs and expenses, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the Board, its agents, employees, and volunteers, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, his/her/its/their agents, servants or employees, or any of his/her/its/their equipment when such persons or equipment are on premises owned or controlled by the Board for the purposes of performing services, delivering products or goods, installing equipment or otherwise transacting business, whether such claim or claims be for damages, injury to person, group or organization, whether employed by the Proposer or the Board or otherwise.

The Proposer agrees to accept, and acknowledges that an adequate amount of remuneration is included in their net receipts for the services being provided.

7. **LAWS AND REGULATIONS:**

All applicable Federal, State and local laws, rules and regulations having jurisdiction over this vending service shall apply to the contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

8. **DEFAULT:**

Repeated failure of an awarded vendor to maintain their equipment in an acceptable level of cleanliness and repair, to maintain product levels in the equipment, or to maintain product within established use by dates, shall permit SFSC, at its discretion, to cancel the award or contract and purchase, in the open market, articles or services of comparable grade to fulfill the requirements of the Contract.

9. **POSTING OF PROPOSAL TABULATIONS:**

Proposal tabulations, with recommended awards, will be posted for review by interested parties on the website, and bulletin board located in the Business Office (Bldg. C-1) of South Florida State College, 600 W. College Drive, Avon Park, Florida, on or about May 1, 2017 and will remain posted for a period of seventy-two (72) hours. Award information **will not** be given out over the telephone. Any protest concerning any claimed conflict, defect, unfairness, or ambiguity in this RFP must be filed within 72 hours following receipt of this Request for Proposal, to the Purchasing Office. Any protest concerning the award procedures, or intended award must be filed within 72 hours following notice of the College's intended decisions concerning selection of the successful proposer. Failure to file a protest within the time prescribed in Section 120.57(3),

Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

10. **AWARD INFORMATION:**

The award, if made, will take effect on July 1, 2017 and run for a period of five (5) years with two (2) additional, optional one (1) year renewal periods. Proposals must remain valid for a period of at least sixty (60) days after the scheduled proposal opening date. Awards are made upon recommendation of a Proposal by the College President to the SFSC Board of Trustees.

11. **REQUEST FOR PROPOSAL AND THE CONTRACT:**

The Request for Proposal, General Terms and Conditions, Special Conditions and Specifications, including all modifications, together with the Agreement, form the Contract and they are as full a part of the Contract as if written herein word for word.

12. **DISCREPANCIES, ERRORS AND OMISSIONS:**

Any discrepancies, errors or omissions in the attached Specifications shall be reported to the Purchasing Office. Should it be found necessary, a written addendum will be issued to Proposers of record; the addendum will be incorporated in the Proposal and will become part of the resulting agreement. SFSC will not be responsible for any other instructions, clarifications or other communications.

13. **LIABILITY INSURANCE, LICENSES, AND PERMITS:**

Where Proposers are required to enter or go onto South Florida State College or South Florida State College Foundation, Inc. property to deliver materials or perform work or services as a result of an award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The Proposer shall be liable for any damages or loss to the Board occasioned by negligence of the Proposer (or agent) of any person the Proposer has designated in the completion of the Contract as a result of his/her/its/their Proposal. See Insurance Requirements under General Terms and Conditions, as well as Exhibit A.

14. **COLLEGE LIABILITY:**

South Florida State College will be liable for property damage and/or bodily injury pursuant to this Agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida State College Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$100,000 per person and \$200,000 per occurrence in accordance with Florida Statute 768.28.

15. **VENUE:**

This Agreement, 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. College and Vendor hereby agree that venue shall be in Highlands County, Florida.

16. **PROPOSAL MODIFICATION:**

Proposals submitted prior to the proposal opening date may be modified or withdrawn only by notice to the College. Such notice must be received by the Purchasing Office, at the address provided herein, prior to the time designated for opening of the Proposal. Vendor may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications 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 Proposal and are received by the Purchasing Office prior to the scheduled Proposal opening time, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is plainly marked "**Modification of Proposal.**"

16.1 Withdrawn Proposals may be resubmitted up to the time designed for the receipt of Proposal, provided that they are then fully in conformance with the requirements of the RFP.

17. **OPEN COMPETITION:**

The College encourages free and open competition among vendors. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the College and the accomplishment of a sound economical operation. The vendor's signature on this Proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the College from obtaining the lowest possible competitive price. The Vendor certifies that its officers or employees have not bribed or attempted to bribe or influence, in any way, any officer, employee or agent of the College. The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All vendors must disclose with their RFP the name of any officer, director or agent who is also an employee of South Florida State College. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest of more than five per cent (5%) in the vendor's firm, subsidiaries, branches, or parent company.

**18. PROJECT TIMELINE**

RFP Issued		03/24/17
Questions due	Purchasing Office	04/10/17
Proposals due	Purchasing Office	04/24/17
Committee Evaluation of Proposals (as needed)	Bldg. C-2	04/26/17
Recommendation for Award		05/01/17
Contract Award Date (if Awarded)	on/before	06/01/17
Commencement of Contract		07/01/17

**SOUTH FLORIDA STATE COLLEGE  
REQUEST FOR PROPOSAL #17-01  
BEVERAGE VENDING CONTRACT**

**A. SPECIAL CONDITIONS**

**1. PROJECT DESCRIPTION AND SCOPE:**

South Florida State College invites qualified beverage/vending companies to submit Proposals in accordance with General and Special Conditions and the Specifications and Instructions outlined in this Request for Proposal.

1.1 Responses should include:

1.1.1 A proposal for exclusive canned and bottled drink machine vending sales and fountain beverage sales (pre-mix and post-mix) in all food service and vending areas of South Florida State College. Locations and past volumes are included in **Exhibit B**.

1.1.2 Isotonic drinks, such as Gatorade and Powerade, along with water, may be included in this contract.

1.2 Proposers must be licensed to do business in the State of Florida.

1.3 The terms Proposer, Contractor, Vendor or Company may be used interchangeably to denote the proposing firm(s) throughout this Request for Proposal (RFP).

**2. SELECTION PROCESS:**

The successful Proposer will be selected based on the Evaluation Criteria described in Section D and in the best interest of the College.

**3. TERM OF CONTRACT:**

The Contract resulting from this Request for Proposal will take effect on July 1, 2017 and run for a period of **five (5) years with two (2) additional, optional one (1) year renewal periods**. It is recognized that a period of time will be required for a new vendor to place and stock equipment. It is also recognized that unloading and removal of equipment will take a period of time.

**4. ASSIGNMENT:**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without prior written consent of the College.

**5. CANCELLATION/TERMINATION:**

The College or Vendor may cancel this Contract upon giving one hundred twenty (120) days advance written notice.

5.1 **TERMINATION FOR NON-COMPLIANCE:**

In the event that the Vendor violates any terms of the Agreement, the College may serve written notice to the Vendor of the College's intent to terminate the Agreement, including the reasons for such termination. Unless the Vendor corrects or makes arrangements to correct the violation to the satisfaction of the College within ten (10) days of the College's written notification, the College may terminate the Agreement.

6. **CONFIDENTIALITY:**

From the date of receipt of this RFP until the opening date, the Proposer must not make available or discuss his/her/its/their Proposal, or any part thereof, with any employee or agent of the College. All contact shall be through the Coordinator, Purchasing. Responses to questions asked will be sent to all vendors of record.

6.1 The respondent is hereby warned that any part of his/her/its/their Proposal, 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).

7. **VENDOR WARRANTY OF ABILITY TO PERFORM:**

By submitting a proposal the vendor warrants 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 Vendor's knowledge, threatened, which would, in any way, prohibit, restrain or enjoin the execution or delivery of the Vendor's obligations or diminish the Vendor's financial ability to perform the terms of the proposed contract.

8. **INDEPENDENT CONTRACTOR:**

Nothing herein is intended or shall be construed as, in any way, creating or establishing the relationship of co-partners between the parties or in any way making the Vendor the agent or representative of the College for any purposes in any manner whatsoever. Vendor is, and shall remain, an independent contractor with respect to all services performed under this Contract.

9. **ROYALTIES AND PATENTS:**

The Vendor shall pay all applicable royalties and license fees. The Vendor shall defend all suits or claims for infringement of any patent, copyright, trade secret or other proprietary right and indemnify and save the College harmless from any loss, cost (including attorney's fees and court costs), expenses or liability or any damages with respect to such a suit or claim, including loss of performance, with



a particular process, design, copyright or the product of a particular manufacturer or manufacturers as specified. All rights to proprietary material must be transferable to the College in the event the manufacturer goes out of business.

10. **ORAL PRESENTATION:**

After Proposals have been opened, a limited number of Vendors submitting Proposals in response to the RFP may be required, at the request of the College, to make an oral presentation or provide written clarification. Such presentations or clarifications will provide an opportunity for the Vendor to clarify the Proposal. Vendors will not be allowed to change their Proposals. Oral presentations may be recorded and both recorded oral presentations and written clarifications will be affixed to the Vendor's Proposal and become a part of same as if originally submitted. The Coordinator, Purchasing, will initiate and schedule a time and location for any presentations which may be required.

**B. PROJECT SPECIFICATIONS**

1. **DESCRIPTION AND SCOPE:**

South Florida State College invites major beverage/vending companies to submit Proposals that would provide for the campus multi-faceted beverage needs. Distribution of beverages on the campus will be exclusive, except for limits stated in this Proposal.

The College State represents an average daily consumer market of more than 3,500 students and over 450 staff, faculty and visitors. The College operates campuses/centers in the following locations:

Highlands Campus in Avon Park  
Lake Placid Center in Lake Placid  
Hardee Campus in Bowling Green  
Desoto Campus in Arcadia  
Hotel Jacaranda in Avon Park  
Teacherage in Sebring

Enrollment figures for the terms indicated are provided for information:

<b>Term</b>	<b>STUDENT ENROLLMENT (Duplicated Head Count)</b>	<b>Avon Park</b>	<b>Desoto</b>	<b>Hardee</b>	<b>Lake Placid</b>	<b>Jacaranda</b>
2016 Spring	<b>3708</b>	3167	217	475	288	97
2016 Summer	<b>2141</b>	1899	91	205	151	92
2016 Fall	<b>4175</b>	3618	223	563	323	92
2017 Spring	<b>4045</b>	2971	235	553	272	94

**Note:** In addition to enrolled students, the College has thousands of visitors each year who attend performances, conferences, athletic contests, and other special events - totaling approximately 20,000 different students and visitors each year.

The attached **Exhibit B** identifies the number of vending machines at each location. The exclusive beverage vending contract allows for fewer vending machines on campus; thus, optimizing servicing costs and increasing sales per machine. Multi-vend machines, with different product and pricing capabilities, would also increase efficiency.

2. **PROGRAM DEVELOPMENT:**

The successful Vendor will develop an exclusive beverage program that enhances the students' quality of life and contributes significantly to the total educational experience. **VENDOR** should outline a five (5) year plan, defining mission and goals and addressing creative marketing strategies to increase sales and revenues.

3. **FINANCIAL DEVELOPMENT:**

South Florida State College requires a reasonable financial return from the successful company, to be used to further the mission of the College, while maintaining a fair and reasonable pricing level of all products provided within the scope of the Agreement.

3.1 Prices submitted in the Proposal by the successful Vendor will be fixed for a minimum period of two (2) years, beginning July 1, 2017. The College Controller must approve any price increases/decreases.

3.2 Describe, in detail, creative options offered by the Company.

4. **BACKGROUND OF COMPANY:**

The College requires specific background information of the Company.

- 4.1 List current exclusive beverage contracts with colleges and/or universities and include the following:
  - 4.1.1 Student Population.
  - 4.1.2 Number of years Length of Service.
  - 4.1.3 Dollar volume; products offered; prices and sizes of product.
  - 4.1.4 Brief Description of Services.
- 4.2 List of accounts lost (early termination or non-renewal) over the past three years. Include contact name, length of service, and reason for loss.
- 4.3 Chart of company organization. Describe corporate structure and include names and titles of individuals proposed to manage the College account.
- 4.4 Submit a copy of the most recent annual report of the corporation.

### **C. REQUIREMENTS FOR THE OPERATION**

#### **1. CAPITAL INVESTMENT:**

A minimum capital investment will be required of the successful Company, as described herein.

- 1.1. CASH INCENTIVE: To be supplied to the College each year in July.
- 1.2. VALUE ADDED SERVICES: Describe any additional services that will be provided and that are above and beyond those required in this RFP and which are included in your proposal. Describe any features about your company and/or employees and/or subcontractors that you feel set your company and/or your employees and/or subcontractors apart from other companies in your field. (Attach additional pages, if needed)
- 1.3. FREE PRODUCT: Provide the College with a designated amount of free product for use by the College.

#### **2. FACILITIES AND EQUIPMENT:**

- 2.1. Company shall provide, at no cost to College, vending machines and/or fountain equipment, numbers and locations to be determined between Company and the College. Approved cups may be used in food service locations approved by the College Controller. All equipment shall be of the most recent technology, uniform in colors and size and pleasing in appearance in their surroundings.

The College Controller shall approve locations of equipment, prices and product offered. This may cause the Company to provide some marginal or unprofitable vending machines in certain locations and some remote areas. Changes, additions, or removals of equipment must be made in writing and with the approval of the Controller. At such time as the Company's records indicate that a machine is operating at a loss,

Company may request, in writing, to the Controller, to remove such machine; upon approval, in writing by the College, such machine may be withdrawn from use. Changes should be made at the first of the month or at a time agreed upon by the Company and the College.

- 2.2. The Company agrees to keep all vending machines adequately supplied with product.
- 2.3. The Company shall be responsible for the service, repair and maintenance of all vending machines at no cost to the College. The Company shall provide service to malfunctioning, out of product, and out of order equipment within twenty-four (24) hours of notification by the College representative. However, Company will not be required to provide service or repair of any vending machine between the hours of 10:00 p.m. and 6:00 a.m.
- 2.4. Company's representative(s) on campus shall be dressed in clean, distinctive uniforms that readily identify them to the customers they serve.
- 2.5. Company's representative(s) shall conduct operations in an orderly and courteous manner so as not to disturb or be offensive to the College State.
- 2.6. Company's representative(s) shall be trained and suitable to work in the atmosphere of the academic institution. The College reserves the right to request a change of personnel, should the College deem an individual unsuitable to work in the College environment. Such a request would be made in writing.
- 2.7. Company's representative(s) will keep the premises in the immediate vicinity of the machines clean of spillage and waste; and keep the machines and equipment in a clean, sanitary, neat and orderly condition and appearance. Machines will be removed for repainting and reconditioning as Company deems necessary or sooner if deemed necessary by the College.
- 2.8. Company's representative will remove or arrange for the disposal and/or recycling of all packaging or scrap materials generated by their servicing.
- 2.9. Company's representative(s) will comply with regulations of the State/County Health Department and other such governmental agencies having authority in this area.
- 2.10. Company's representative(s) will implement a preventive maintenance program to minimize breakdown.
- 2.11. Company's representative(s) will insure that all products are top grade and that stale, outdated product is removed no later than the expiration date.

- 2.12. The Company is advised that any capital expenditure made to carry out the contract requirements is a business risk which must be assumed by the Company. The College will not be obligated to reimburse the unamortized capital expenditures or renew the Contract if the Company has been unable to recoup its capital expenditures while the Contract is in force.

### **3. GENERAL OPERATIONAL CONDITIONS:**

- 3.1. The College shall furnish necessary janitorial service for cleaning vending areas. This service will not include cleaning, servicing, loading or unloading machines.
- 3.2. The College shall exercise reasonable protection and care for equipment owned by the Company while located on campus. However, the College shall not be responsible for any damage, theft or power failure due to vandalism, theft or due to acts of God or other acts beyond the control of the College to either the equipment or product dispensed by the equipment. The Company shall stand the loss for slugs and cash shortages. The College may request replacement of machines that have a history of malfunction.
- 3.3. The Company and the College Controller shall establish a written procedure for refunding cash to customers for cash losses due to malfunctioning vending machines. The College Business Office shall report all vending machine malfunctions and complaints to the Company.
- 3.4. The Company shall not erect or display any signs without prior approval of the State Relations Department.
- 3.5. Vending machines and fountain equipment shall remain the sole property of the Company and all property and liability insurance, etc. is to be provided by the Company. Company shall pay all applicable taxes as required by law.
- 3.6. Company shall be required to repair, rebuild and repaint all or part of the premises which may be damaged or destroyed by the acts or omissions of the Company or its employees. The Company shall return the premises, upon expiration or termination of the Contract, to the College in the same condition that existed at the beginning of the contract period, except for normal wear and depreciation.
- 3.7. The Company shall not assign, transfer, pledge, hypothecate or otherwise encumber or dispose of the Contract or any portion of the Contract without the formal written consent of the College.
- 3.8. The Company shall observe and obey all the laws, ordinances, regulations, and rules of the College, County, State and Federal

governments which may be applicable to its operations at South Florida State College and shall, at the sole cost of the Company, obtain and maintain all permits and licenses necessary for its operation.

- 3.9. The College shall furnish the space for location of machines and the necessary water and electricity for operating the vending machines and fountain equipment.
- 3.10. The College shall furnish and maintain the necessary utility connections and service to the locations designated for the operation of the vending machines and fountain equipment.
- 3.11. The Company shall furnish and maintain the necessary machine/equipment connections for the operation of vending machines and fountain equipment.
- 3.12. The College does not guarantee uninterrupted power or water supply to the Company's machines/equipment. However, the College will make every reasonable effort to ensure continuous supply of power and water and make all necessary repairs when/where feasible.
- 3.13. The College may grant the Company the rights to associate with the College or with an event conducted by the College. The purpose of the association is twofold: (1) to directly promote the College or the event and (2) to indirectly enhance the sale of the Company's products or services. Generally, the Company will agree to pay or to provide products or services in exchange for the right to associate itself commercially with the College or event.
- 3.14. Payments to the College. In consideration for an exclusive beverage contract, as defined in Section A, SPECIAL CONDITIONS, 1. PROJECT DESCRIPTION AND SCOPE. Company agrees to pay the College as set forth on the RFP Response Form.
- 3.15. Computation reports shall accompany monthly commission payments and shall be received by the College no later than the 20<sup>th</sup> day following the reporting period closure.
- 3.16. Commission payments to College should be net of sales tax. Company shall be responsible for insuring that appropriate state and federal taxes are remitted in a timely manner to the appropriate agencies.
- 3.17. Company will agree to permit the College's authorized employees and agents to examine, inspect, and have access to the books, records, papers, meters, equipment and any other requested documentation with respect to the College operation to assure that all terms and provisions of the Contract are being performed in a satisfactory manner.

- 3.18 Company will maintain separate bookkeeping records, by campus location, for operations at the College. At the close of each calendar month, the Company shall submit a report of sales for the month, by location. At the end of the College fiscal year (June 30<sup>th</sup>), the Company shall render a certified financial statement on the College operation, prepared by an independent certified public accounting firm.
- 3.19 Company will upon request, supply to the College the detailed machine usage and repair records maintained by the Company.

#### 4 **ADDITIONAL CONSIDERATIONS:**

- 4.1 If awarded a Contract, will you provide logo insert for the softball and baseball scoreboards? So state in your Proposal.
- 4.2 If awarded a Contract, will you provide signage/menu board for the cafeteria? So state in your Proposal.
- 4.3 Fountain service units will be needed for the Hotel Jacaranda.
- 4.4 Walk up coolers will be needed for the cafeteria, auditorium, and the athletic concession stand.
- 4.5 Exclusive right to sell at The Hotel Jacaranda will only be in College rented portions of the Hotel. (Currently only one (1) machine located in rented portion.) This will not include student dorm areas or restaurant.
- 4.6 Subway Restaurant and the Follett Bookstore located at the Highlands Campus is independent of the College, and the Contractor is required to establish contractual agreements directly with these providers.

### **D. EVALUATION CRITERIA**

#### **CRITERIA FOR AWARD:**

A recommendation to the College President and District Board of Trustees for the award of an exclusive beverage/vending contract will be based on the Proposal that is deemed to be in the best interests of the College. Proposals and Presentations will be evaluated based upon the following criteria:

1. Experience and Service with other Colleges and Universities. List accounts with comparable sales volume and student population; include number of years of service.
2. List of products to be offered including size and price.
3. Financial Return to the College. Commissions and other proposed contributions to the College. Also, creative options that are offered as part of the proposal.

4. Marketing and Public Relations Plans.
5. Completeness of Proposal, i.e., the degree to which it responds to all requirements and requests for information contained herein.

## GENERAL TERMS AND CONDITIONS

A. All responses shall become the property of the South Florida State College (hereafter: College).

B. **Florida Statutes** 287.087 on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and 287.134, on Discrimination, as a whole and/or as shown below, will be complied with: **287.087. Preference to businesses with drug free workplace programs: SFSC will break any tie bids/proposals by awarding to a business that has implemented a drug free workplace program; if still tied, SFSC shall give consideration to Service Disabled Veterans Owned Business (certified by State Department of Management). If still tied, when all these factors are still equal, finally, by flip of a coin, with tied representatives present at the coin flip. (Business with corporate office closer to Highlands Campus calls the flip).**

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 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 State 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.

NOTE: PLEASE INCLUDE YOUR ADRUG FREE@ STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE BID FORM.

**287.133. Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**287.134. Discrimination; denial or revocation of the right to transact business with public entities:**

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

C. Responses are due and must be received in accordance with the instructions given in the announcement page.

D. The College will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

E. Respondents, their agents and associates shall refrain from contacting or soliciting any College Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.

F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the College nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the College and preference will be given to those responses in full or substantially full compliance with them.

H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and all local rules and regulations. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall



not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.

I. The College, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the College, taking into consideration those responses in compliance with the requirements as set forth in this document. The College reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.

K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the College Purchasing Department. Any oral or other type of communication concerning this document shall not be binding. TO PROTEST THE SPECIFICATIONS OR THE TERMS AND CONDITIONS CONTAINED IN THIS INVITATION TO BID (ITB), REQUEST FOR PROPOSAL (RFP) OR REQUEST FOR QUALIFICATION (RFQ) A WRITTEN NOTICE THAT INCLUDES THE SOLICITATION # AND TITLE, TOGETHER WITH A BRIEF DESCRIPTION OF THE BASIS FOR THE PROTEST MUST BE FILED WITH THE COORDINATOR OF PURCHASING, WITHIN 72 HOURS AFTER RECEIPT OF THE PROJECT PLANS/SOLICITATION SPECIFICATIONS. FOR PURPOSES OF THIS SECTION, SATURDAYS, SUNDAYS AND STATE HOLIDAYS SHALL BE EXCLUDED IN THE COMPUTATIONS OF THE 72 HOUR TIME PERIOD. A FORMAL WRITTEN PROTEST MUST BE FILED WITHIN 10 DAYS AFTER THE DATE OF THE NOTICE OF PROTEST IS FILED. THE FORMAL WRITTEN PROTEST MUST STATE WITH PARTICULARITY ALL FACTS AND LAW UPON WHICH THE PROTEST IS BASED. **FAILURE TO FILE A PROTEST WITHIN THE TIME THE BOND OR OTHER SECURITY IS REQUIRED BY LAW SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

L. Responses must be signed by an individual of the respondent=s organization legally authorized to commit the respondent=s organization to the performance of the product(s) and/or service(s) contemplated by this document.

M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

1. Workers' Compensation - to meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include Employer Liability with a limit \$500,000 for each accident, \$500,000 disease (policy limit) and \$500,000 disease (each employee).

2. Commercial General Liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage//\$2,000,000 aggregate with excess liability coverage of at least \$3,000,000. This shall include coverage for:

\* Premises/Operations

\* Products/Completed Operations

\* Broad Form Contractual Liability

\* Independent Contractors

3. Business Auto Liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:

\* Owned Autos

\* Hired Autos

\* Non-Owned Autos

4. Special Requirements

a. A copy of the vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc., for review and approval. A formal certificate shall be provided upon announcement that a vendor has been awarded the work as called for in this document. The formal insurance certificate shall comply with the following:

1) South Florida State College, a part of the State of Florida State College System, and its District Board, its Officials, Agents, Employees, and Volunteers will be named as an "Additional Insured" on both the General Liability and Auto Liability policies.

2) The College will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Coordinator, 600 W College Dr., Avon Park, FL 33825-9399

b. It is the responsibility of the contractor to insure that any/all subcontractors comply with all insurance requirements.

c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

N. If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

O. South Florida State College reserves the right to direct purchase bulk materials when it is advantages to the College because of tax savings or special pricing available to the College.

P. All pages included in or attached by reference to this document shall be called and constitute the submittal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the College's Vendor bidding list.

**SOUTH FLORIDA STATE COLLEGE  
RFP #17-01 BEVERAGE VENDING CONTRACT  
RESPONSE (Page 1 of 2)**

RESPONSE PAGES 1 & 2 MUST BE USED AS THE FIRST PAGES OF THE RESPONSE

1. INVESTMENT

Year Number	Year	Annual Cash Incentive to the College	Number of Cases of Free Beverages Available to SFSC
1	7/1/17-6/30/18	\$	cases
2	7/1/18-6/30/19	\$	cases
3	7/1/19-6/30/20	\$	cases
4	7/1/20-6/30/21	\$	cases
5	7/1/21-6/30/22	\$	cases
GRAND TOTALS	FIVE YEARS	\$	CASES

2. Please define other incentives/advantages the College would receive for awarding this Contract to your Company, i.e., equipment that would be donated to the College, scoreboard, menu board, etc. (State the fair market value for each item.)

3. PROPOSED COMMISSION RATES

Product	Product Size (Correct as needed)	Cash Vend Price	Commission to College
CARBONATED CANNED	12 oz.		%
CANNED/BOTTLED DRINK	12 oz.		%
CARBONATED BOTTLED	20 oz.		%
CANNED/BOTTLED DRINK	20 oz.		%
JUICES	11.5 oz.		%

Additional products, produce sizes and/or vend prices with the corresponding commission offered may be added to Company's Proposal in the blank spaces above.

**Following page 2** should be your responses in the following order.

- A. Experience and Service. (include partner entity, if any)
- B. List of Products Offered.
- C. Financial Return to the College: (Attach additional information, if needed)

D. Provide Marketing and Public Relations Plans.

E. College Locations To Be Serviced:

LOCATION	YES	NO
HIGHLANDS CAMPUS (AVON PARK) (INCLUDES THE CREWS CENTER)		
LAKE PLACID CENTER (LAKE PLACID)		
HARDEE CAMPUS (BOWLING GREEN)		
DESOTO CAMPUS (ARCADIA)		
HOTEL JACARANDA (AVON PARK)		
TEACHERAGE (SEBRING)		

Proposer Certifications **(Respond to All)**

Provided an original and four copies of the proposal	YES	NO
In compliance with Florida Statue 287.133, as not being on the Convicted Vendor list for a public entity crime.	YES	NO
In compliance with Florida Statue 287.087 as a "Drug Free Workplace:"	YES	NO
In compliance with Florida Statue 287.134, as not being on the Discriminatory Vendor list.	YES	NO
Bidder agrees to provide certificates of insurance for all required insurance if selected	YES	NO

Check here if this is a "NO BID" and return by mail or fax to 863-453-6656. Responding to this invitation by submitting a bid or "no bid" response will demonstrate your interest in being considered for future bid/proposal opportunities. Please indicate reason for NO BID:

The undersigned hereby declares that they have examined all sites and all documents and do hereby agree to supply all equipment, materials and labor necessary to provide the services being proposed. The undersigned is authorized to bind the firm contractually.

PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Mailing Address: Street

\_\_\_\_\_  
Printed Name and Official Title

\_\_\_\_\_  
Mailing Address: City, State, and Zip Code

\_\_\_\_\_  
Date of Bid Submission

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Phone Number (include area code)

Please place this "Response Form" on top of all submitted response documents

**EXHIBIT A  
INSURANCE REQUIREMENTS**

**South Florida State College**

**South Florida State College shall be included as named co-insured on this policy.**

The Contractor shall purchase and maintain during the life of any project, in a company or companies licensed to do business in the State of Florida and acceptable to the Owner, such insurance as shall fully protect him, the Owner, the Engineer, and any Subcontractor performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury which may arise or result from the Contractor's operations under the Contract.

1. As a minimum such insurance must include but not necessarily be limited to:
  - a. Worker's Compensation and Employer's Liability insurance.
  - b. Motor Vehicle Liability insurance, covering all motor vehicles, whether owned, non-owned, or hired.
  - c. Comprehensive General Liability insurance with Broad Form Liability endorsement.
  
2. Insurance required by subparagraphs above shall be written for not less than any limits of liability required by law or by those shown below, whichever is greater:
  - a. Worker's Compensation  
Applicable Federal and State ..... Statutory  
Employer Liability ..... \$500,000
  
  - b. Comprehensive General Liability  
Bodily Injury:  
Each occurrence ..... \$1,000,000  
Aggregate..... \$2,000,000  
  
Personal Injury:  
Each person aggregate:..... \$1,000,000  
General aggregate: ..... \$2,000,000  
  
Property Damage including completed Operation Broad Form:  
Each Occurrence ..... \$1,000,000  
Aggregate..... \$2,000,000
  
  - c. Automobile Liability (owned, non-owned, hired)  
Bodily Injury, each person:..... \$1,000,000  
Bodily Injury, each occurrence:..... \$1,000,000  
Property Damage, each occurrence: ..... \$1,000,000
  
  - d. Property Insurance – All – risk full insurable value of work  
Insurance carrier must be rated an excellent or better A.M. Best Company.
  
3. Prior to commencement of any work, Contractor shall furnish to Owner certified copies of Certificates of Insurance, all policies, including all endorsements thereto. Thirty days notice of cancellation must be provided. Such certificates, policies and endorsements shall specifically set forth evidence of all coverage required. During the term of this Contract, Contractor shall furnish to the Owner copies of any endorsements issued amending any such required insurance.
  
4. **Successful respondent will be required to submit documentation of proof of insurance and W-9 Form within five (5) days after date of "Notice to Award."**

**EXHIBIT B  
PROPOSED/ DESIGNATED VENDING LOCATIONS**

**Beverage Vending by Location and Cases Consumed**

Name	Address	City State	Name Ext	2016
SFSC HIGHLANDS LOBBY	2251 TURNER AVE NE	ARCADIA	MAIN LOBBY 20MLV	3
SFSC DESOTO CAMPUS	2251 TURNER AVE NE	ARCADIA	LOBBY 20MLV	25
SFSC DESOTO CAMPUS	2251 TURNER AVE NE	ARCADIA	LOBBY 20MLV	71
<b>Desoto Totals</b>				<b>99</b>
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	O/S 2 <sup>nd</sup> Floor Gym	13
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	UNIVERSITY BLDG 20MLV	19
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	GYM 20MLV	12
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	DENTAL BLDG T 20MLV	25
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	BLDG B 12MLV	57
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	BLDG B 20MLV	29
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	BLDG B 20MLV	42
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	CAFE 20MLV	8
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	CAFE 20MLV	66
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	CRIMINAL JUSTICE 20MLV	48
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	BLDG. F 200Z BTL	29
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	HEALTH SCIENCE BLD RM 142	37
SFSC HIGHLANDS CAMPUS	600 COLLEGE DR W	AVON PARK	HEALTH SCIENCE BLD RM 142	31
<b>Highlands Campus Totals</b>				<b>416</b>
Name	Address	City State	Name Ext	
SFSC HARDEE CAMPUS	2968 US 17 N	BOWLING GREEN	LOBBY 12CSD	69
SFSC HARDEE CAMPUS	2968 US 17 N	BOWLING GREEN	LOBBY 20MLV	82
SFSC HARDEE CAMPUS	2968 US 17 N	BOWLING GREEN	LOBBY 20MLV	46
<b>Hardee Totals</b>				<b>197</b>

SFSC JACARANDA HOTEL	19 MAIN ST E	AVON PARK	FL1 12CSD	15
SFSC JACARANDA HOTEL	19 MAIN ST E	AVON PARK	FL3 20MLV	24
Jacaranda Totals				39
SFSC LAKE PLACID CENTER	500 INTERLAKE BLVD E	LAKE PLACID	STUDENT LNG 20MLV	23
SFSC TEACHERAGE	501 LEMON AVE	SEBRING	ROOM	3
<b>TOTAL CASES</b>				<b>777</b>

### Beverage Vending by Packaging

Package/Product	Cafeteria	Follett Bookstore
20oz. All Brands	400	70
12oz.cans All Brands	120	0
20oz Water	200	50
300ml Dasani Water	70	0
18.5oz Gold Peak Tea	40	10
16oz. Monster Energy	30	15
450ml Minute Maid Juice	30	15
23oz cans Peace Tea	10	30
Hubert's Lemonade	0	10
Total Cases Sold	900	200

Purchases	Product	2016
Hotel Jacaranda	Postmix	475 Gallons

SFSC is open to consider additional vending options, adjustments and additions to develop the best program. Follow this link for location details:

[http://maps.google.com/maps?f=d&source=s\\_d&saddr=600+W+College+Dr,+Avon+Park,+FL+33825&daddr=200+U.S.+27+S+Avon+Park,+FL+33825+to:19+East+Main+St.+Avon+Park,+FL+33825+to:2968+US+17+N+Bowling+Green,+FL+33834+to:2251+NE+Turner+Ave,+Arcadia,+FL+34266+to:328+Interlake+Blvd.+Lake+Placid,+FL+33852&geocode=&hl=en&mra=ls&rtol=0,4,5&sl=27.407128,-81.587906&ssp=0.459619,0.615234&ie=UTF8&ll=27.416272,-81.577606&spn=0.459581,0.615234&t=h&z=11](http://maps.google.com/maps?f=d&source=s_d&saddr=600+W+College+Dr,+Avon+Park,+FL+33825&daddr=200+U.S.+27+S+Avon+Park,+FL+33825+to:19+East+Main+St.+Avon+Park,+FL+33825+to:2968+US+17+N+Bowling+Green,+FL+33834+to:2251+NE+Turner+Ave,+Arcadia,+FL+34266+to:328+Interlake+Blvd.+Lake+Placid,+FL+33852&geocode=&hl=en&mra=ls&rtol=0,4,5&sl=27.407128,-81.587906&ssp=0.459619,0.615234&ie=UTF8&ll=27.416272,-81.577606&spn=0.459581,0.615234&t=h&z=11)

## **Common Problems that may Result in Proposals Being Rejected**

The following is a listing of some of the more common mistakes/problems that may result in Proposals being rejected. This is only a partial listing therefore; the Proposal Response Form should be thoroughly reviewed before submitting your proposal.

- **Failure to sign the proposal.**
- **Failure to fill out the proposal in ink, typewriter or via computer.**
- **Failure to initial any changes.**
- **Taking exceptions.**
- **Failure to meet the minimum requirements of the specifications.**
- **Failure to provide all required information/documentation.**
- **Failure to deliver the proposal on time to the proper location.**
- **Failure to sign and return all addenda (if any)**

### ***REMINDER***

REQUEST FOR PROPOSAL  
17-01 Beverage Vending Service  
**Due: 2:00 P.M., EDT, Wednesday, April 24, 2017**