

The School Board of Broward County, Florida
Supply Management and Logistics Department

RFP No.: 27-055E Board Meeting: SEPTEMBER 19, 2006
Description: FOOD AND CONCESSION TRAINING FACILITY Notified: 183 Downloaded: 5
FOR THE SCHOOL BOARD OF BROWARD CO., FL RFP Rec'd: 0 No Bids: 0
For: COMMUNITY INVOLVEMENT RFP Opening: JULY 11, 2006
(School/Department) Advertised Date: JUNE 2, 2006
Fund: N/A Award Amount: _____

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.Demandstar.com on JULY 27, 2006 @ 3:00 P.M., and will remain posted for 72 hours. Any person desiring to protest the RFP Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

RECOMMENDATION/TABULATION

PROPOSER NAME

ITEM(S) AWARDED

NO PROPOSALS RECEIVED



By: _____ Date: JULY 12, 2006
(Buyer/Purchasing Agent)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

ROBERT N. WAREMBURG, CPPO
Director, Supply Management and Logistics

www.browardschools.com

SCHOOL BOARD

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Vice Chair BEVERLY A. GALLAGHER
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MARTY RUBINSTEIN
ROBERT D. PARKS, ED.D.

June 22, 2006

DR. FRANK TILL
Superintendent of Schools

ADDENDUM NO. 1
RFP #27-055E
**FOOD AND CONCESSION TRAINING FACILITY FOR
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

CALLED FOR 2:00 P.M. ET, JULY 11, 2006

TO ALL PROPOSERS:

Amend the above referenced bid in the following particulars only:

1. Cover Information of RFP: **CHANGE:** Due Date of RFP from August 1, 2006 to July 11, 2006 due to a typographical error.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form" proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High, C.P.M., A.P.P.
Purchasing Agent III

Attachments



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

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STEPHANIE ARMA KRAFT, ESQ
ROBERT D. PARKS, Ed.D.
MARTY RUBINSTEIN

DATE: June 2, 2006

TO: Prospective Proposers

FROM: Charles V. High, C.P.M., A.P.P.
754-321-0503

DR. FRANK TILL
Superintendent of Schools

SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 27-055E - Food and Concession Training Facility for The School Board of Broward County, Florida

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for **Food and Concession Training Facility for The School Board of Broward County, Florida**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above or via facsimile at 754-321-0533. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

NON-MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference will be held on **June 19, 2006, beginning at 9:00 a.m. Eastern Time (ET)**, in the Supply Management & Logistics Department, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351. Representatives from all interested companies are encouraged to attend.

REQUIRED RESPONSE FORM

Section 1, Required Response Form must be completed in full and executed by a representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Supply Management and Logistics Department on the date and time stated on **August 1, 2006 by 2:00 p.m. ET**. In order to have your proposal considered for award, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. EST on date due will be considered late and not opened.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment D**, Statement of No Response and return via facsimile to 754-321-0533. Your responses to the Statement of "No Response" are very important to the Supply Management and Logistics Department when creating future RFPs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

REQUEST FOR PROPOSALS (RFP)

RFP 27-055E

FOOD CONCESSION AND TRAINING FACILITY FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA



RFP Release Date: June 2, 2006

Non-Mandatory Proposers' Conference *: June 19, 2006

Written Questions Due: On or Before July 23, 2006
in Supply Management and Logistics Department

Proposals Due: On or Before 2:00 p.m. ET
July 11, 2006 in Supply Management
and Logistics Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management and Logistics Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at 754-321-2150 or TDD 754-321-2158.

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REQUEST FOR PROPOSALS (RFP) 27-055E
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: June 2, 2006
RFP # & TITLE: 27-055E, Food and Concession Training Facility for The School Board of Broward County, Florida

This Proposal must be submitted to the **Supply Management and Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, July 11, 2006** and plainly marked **RFP 27-055E, Food and Concession Training Facility for The School Board of Broward County, Florida**. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original proposal (clearly marked as such) and **8 copies** (which must be identical to the original proposal, including any supplemental information), including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 27-055E), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management and Logistics Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S NAME: _____
STREET ADDRESS: _____
CITY AND STATE: _____
PROPOSER TELEPHONE: _____ PROPOSER FAX: _____
PROPOSER TOLL FREE: _____
CONTACT PERSON: _____
CONTACT PERSON'S ADDRESS: _____
CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____
INTERNET E-MAIL ADDRESS: _____
INTERNET URL: _____
PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 19 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative (blue ink preferred on original)

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 3.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for Food Concession and Training Facility at SBBC as described herein. SBBC promotes healthy schools by supporting wellness, good nutrition, and regular physical activity as part of the learning environment. The District supports a healthy environment where children learn and participate in positive dietary and lifestyle practices. By facilitating learning through the support of good nutrition and physical activity, school contributes to the basic health status of children.

As required by Congress, Section 204, Public Law 108-265, the Broward County School Wellness Policy Committee has been established to recommend and monitor the wellness initiatives of the District specifically as they relate to obesity prevention. It represents the stakeholders in child health and wellness. The committee memberships includes a School Board member, parents, school administrators, representation from Food and Nutrition Services, Health Education/Nursing and Physical Education Departments, Nova Southeastern University Department of Pediatrics, American Diabetes Association, Broward County Hospital District, Schools of Wellness, YMCA and other supportive business partners. Additionally, SBBC Health Advisory Committee and the Nutrition Committee provided stakeholder input to the Wellness Policy Committee. These committees include school nurses and leaders of the business and healthcare community who are involved in efforts to improve the overall health and well being of children and youth.

One of the guidelines recommended by the committee is to provide School Board employees with opportunities for healthy food choices at the District work sites in accordance with **Dietary Guidelines for Americans**. District staff is working with existing food vending machine vendors to insure that the items placed within these machines provide a broad array of food items and can provide employees with a balanced meal if they are interested. Federal law also dictates that the District must prepare children with disabilities to become members of the work force, to the best of their ability, upon graduation of the public school system. The District currently offers students opportunities to acquire employment skills through its "Transitions" program.

To align the District's existing philosophy and policy with federal laws regarding nutrition and the training of handicapped children, the District is interested in creating a food concession program that would provide mentally challenged students and others with work experience that can be translated into employment upon graduation. The District is interested in receiving proposals from food concessionaires who can provide both of these services at the Kathleen C. Wright Administrative Site and possible other site locations within Broward County, Florida.

The respondent selected to manage the program will be required to provide the following services:

- Provide proof of a nutritionally balanced menu available for purchase.
- Provide the equipment needed to deliver a balanced food menu at the Kathleen C. Wright Administrative Site. This may include, but not be limited to participation in the retrofitting of the available space. Retrofitting must be cost neutral to the District.
- Development of a training program for "Transitions" students.
- Provide "Transitions" students with the opportunity to receive food preparation and service training through employment at these sites, and
- Provide job placement and continued employment at other, commercial sites for students once the student has completed training in the program.
- Return a percentage of the revenue generated through this food concession to the District.

A contract may be negotiated between SBBC and the selected proposer and signed by the School Board prior to the commencement of instituting the program. SBBC will attempt to contract with proposers qualified by this RFP and negotiate with the highest scoring respondent. If terms and conditions cannot be met, SBBC reserves the right to contract with other firms qualified under this RFP in descending order, if it is in the best interest to do so. There is no guarantee that responding to this RFP will result in receiving business from SBBC.

Note: Proposers may visit the Kiosk site at the Kathleen C. Wright Center at 600 S.E. 3rd Avenue, Ft. Lauderdale, FL 33301. Please bring a copy of the RFP as proof that proposer is planning a site visit.

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **June 19, 2006 in the Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:00 a.m.** Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to SBBC. All questions submitted will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Questions and Interpretations 2.3. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by proposers.

- 2.3 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Charles V. High, C.P.M., A.P.P., Purchasing Agent, Supply Management and Logistics Department, 754-321-0503** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail at **charles.high@browardschools.com**. Any questions which require a response which amends the RFP document in any manner will be answered via addendum by the Supply Management and Logistics Department to all proposers. No information given in any other matter will be binding on the School Board.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management and Logistics Department, in writing, **on or before June 23, 2006**. Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda shall not be binding on SBBC.

- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **from date of award and continuing through June 30, 2009**. The term of the contract may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for three additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Supply Management and Logistics Department, will, if considering to renew, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by SBBC. **Commission rate shall be firm for the term of the contract unless otherwise negotiated.** The proposer agrees to this condition by signing its proposal.

- 2.5 **Submittal Of Proposal:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.

- 2.6 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 5.0.

3.0 CALENDAR

| | |
|---------------|---|
| June 2, 2006 | Release of RFP 27-055E |
| June 19, 2006 | Non-Mandatory Proposers' Conference (See Section 2.2) |
| June 23, 2006 | Written questions due in the Supply Management and Logistics Department |
| July 11, 2006 | Proposals due on or before 2:00 p.m. EST in Supply Management and Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. * |
| July 25, 2006 | Evaluation Committee reviews proposals and makes Recommendation for award. Meeting to be held at Supply Management and Logistics Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.* |
| July 27, 2006 | Posting of Recommendation |

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-2150 or TDD 754-321-2158.

This area is left intentionally blank.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.
- 4.1.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Facility Management, Planning and Site Acquisition
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Community Involvement
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Name of Proposer: _____
(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to: _____
(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 Proposer's Qualifications – (Maximum 35 allowable points)

- 4.3.1.1 **Executive Summary:** Submit a brief abstract stating the proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.
- 4.3.1.2 State the number of years that the Proposer has been in business, and the number of years in business operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business. Proposer must have a current Broward County Occupational License at the time of the RFP opening. A legible copy of the license must be submitted with proposal.
- 4.3.1.3 **Organization/Personnel:** Provide an organizational chart showing all individuals, including their titles, whom will perform any work on the Contract. Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this contract. The phrase "all key personnel" shall mean includes all partners, managers, seniors and other professional or technical staff that will perform work on this contract.
- 4.3.1.4 **List of References:** Describe prior experience, if any, in providing the services stated within the scope of the RFP. Provide examples of programs developed by your firm and a contact name, phone number and email address for each example provided.
- 4.3.1.5 **Proposer's Qualifications:** Provide detailed background information that demonstrates the proposer's capacity and ability to satisfactorily provide and manage the food concession and student training program. Qualifications shall include, but not be limited to, the following:
 - 4.3.1.5.1 A narrative describing respondent's ability to manage the program, including supervision of students and other information regarding staffing.
 - 4.3.1.5.2 The proposed menu items for this concession, including nutritional content of menu items.
 - 4.3.1.5.3 Proposed retrofitting for the concession site (Schematic of available space is included in **Attachment C**).
 - 4.3.1.5.4 Job training program for students.
 - 4.3.1.5.5 A plan for student placement in commercial sites also owned/managed by the proposer.
 - 4.3.1.5.6 Contingency plans for staffing the site when "Transitions" students are not available.
 - 4.3.1.5.7 Experience teaching student(s) with disabilities employment skills.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3.1 Proposer's Qualifications – (Continued)

- 4.3.1.5 Proposers shall describe in detail what type of operation they are proposing. Offers shall indicate food mix, method of service, and any other information they feel will assist SBBC in its evaluation.
- 4.3.1.6 Proposers shall submit a sample list of the types of food items they intend to provide as part of this food service operation. Proposers shall list the equipment and supplies they will provide if awarded this contract.
- 4.3.1.7 Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.

4.3.2 Scope of Services Provided – (Maximum 30 allowable points): Clearly describe how the proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

- 4.3.2.1 Awardee shall furnish all labor, materials, equipment, insurance, health permits and services necessary for the provision of various food items and hot and cold drinks for the Kathleen C. Wright Administration Center (KCW).
- 4.3.2.2 Awardee shall have the right, during the term of this contract, to sell various hot and cold food items, deli sandwiches and confections in compliance with all City Ordinances and regulations applicable to its operations at KCW. Awardee shall provide such service at least from 7:00 AM until 5:00 PM. Monday thru Friday and shall remain open the entire period except School Board holidays or when building is closed. **The Awardee's exclusive right to sell applies only to those food and drink items that are agreed upon by Awardee and SBBC so as not to infringe upon any other vending contract(s) already in existence at this location or throughout the District .**
- 4.3.2.3 Awardee agrees to furnish SBBC representative an auditors report covering each quarter's operation of the general food service operation no later than thirty days after the closing of each three (3) months operation.
- 4.3.2.3 Awardee shall be responsible for the sanitation and cleanliness of the concession area and the equipment contained within said area. Awardee shall maintain all concession equipment in accordance with City health and inspection codes.
- 4.3.2.4 Awardee shall have sufficient numbers of attendants to render quick and efficient service to its patrons.
- 4.3.2.5 All foodservice materials and supplies shall be at the sole cost and expense of the Awardee.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3.2 Scope of Services Provided – (Continued)

- 4.3.2.6 SBBC shall provide at its sole cost all electrical current, water, ice, and other utilities required for food service operation. The general condition of the premises, and any maintenance, repairs or improvements of the premises shall be at the sole cost and expense of SBBC.
- 4.3.2.7 Awardee shall pay any and all taxes required directly to the Federal, State and local authorities.
- 4.3.2.8 Provide menu boards showing items offered, portions, costs, etc.
- 4.3.2.9 Vend all drinks in covered containers, where applicable.
- 4.3.2.10 Present all products in a pleasing and attractive manner.
- 4.3.2.11 Make all items readily available to the public who enter the building.

4.3.3 Cost of Services (Maximum 25 Allowable Points):

Monthly Concession Fee

Awardee shall pay SBBC a monthly percentage against **gross sales** (taxes are not to be deducted from commission checks) as submitted in the RFP Proposal section. This concession fee shall be based on the Awardee providing the lowest resale prices for the benefit of SBBC employees for products dispensed, while generating maximum revenue to SBBC that will cover its operating and maintenance costs.

The monthly concession fee may be subject to re-negotiation between SBBC and the Awardee during the contract period if it is determined that:

- A. The percentage commission rate is insufficient based on Contractor gross sales.
- B. Retail price adjustments are necessary, and/or
- C. SBBC's operating and maintenance costs change.

4.3.3.1 Percentage Commission from gross sales: _____%

The rest of this section is left intentionally blank.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

4.3.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC has a Supplier Diversity and Outreach Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is a least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact the School Board's M/WBE Office at 754-321-2290.

| | | |
|---------|--|-----------------------|
| 4.3.4.1 | M/WBE Information: Proposer will be evaluated and points will be allocated for criterion 4.3.4.2, 4.3.4.3 and 4.3.4.4 depending on the information submitted by the proposer | Maximum Points |
| 4.3.4.2 | Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3, M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this proposal (See Attachment A3). | 4 |
| 4.3.4.3 | Proposer shall provide the staff diversity information by completing and submitting Attachment A2, Employment Diversity Statistics. | 3 |
| 4.3.4.4 | Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority students, financial contributions and/or providing other corporate resources for minority community projects. | 3 |
| | TOTAL POINTS | 10 |
| | The awardee will be required to submit a monthly M/WBE Utilization Report (see Attachment A1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. State your willingness to comply with this requirement. | |
| | Awardee must provide the M/WBE office a 30-day written notice for substitution of an M/WBE proposer. | |

5.0 EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all proposals received according to the following criteria:

| <u>CATEGORY</u> | <u>MAXIMUM POINTS</u> |
|--|-----------------------|
| a. Experience and Qualifications | 35 |
| b. Scope of Services Provided | 30 |
| c. Minority/Women Business Participation | 10 |
| d. Cost of Services Provided | 25 |
| TOTAL | 100 |

Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process.

5.2 **AWARD:** Based upon the results of Section 5.1, the Committee, at its sole discretion, shall recommend award to the top ranked proposer or, may reject any or all proposals received.

5.3 In the event that the Committee chooses to short list proposers, the short listed proposers may be further considered by the Committee, SBBC or both. The Committee, SBBC or both may interview the short listed proposers in order to make an award recommendation (by the Committee) or an award (by SBBC). During the interview process, no submissions made, after the proposal due date, amending or supplementing the proposal shall be considered.

5.4 The Committee, SBBC, or both reserve the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all proposers, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.5 In the event that an Agreement between the Committee, SBBC or both and the selected proposer(s) is deemed necessary, at the sole discretion of the Committee, SBBC or both, the Committee will begin negotiations with the selected proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price with the selected proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee, SBBC or both may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee, SBBC or both at any time. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to SBBC for approval.

6.0 SPECIAL CONDITIONS

- 6.1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, July 11, 2006** at the following address in order to be considered:

SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT

The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

**Attention: RFP 27-055E - FOOD CONCESSION AND TRAINING
FACILITY FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Proposer shall submit one original proposal with an original manual signature (blue ink preferred). Proposer should also submit **8 additional copies** of proposal. The proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposers firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 6.3 **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any awardee to the Board by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.
- 6.3.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 6.3.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- 6.3.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- 6.3.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide SBBC Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

6.0 SPECIFICATIONS AND REQUIREMENTS (Continued)

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

7.0 GENERAL CONDITIONS

- 7.1 **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 7.2 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.2.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- 7.2.2 By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees 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 VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
- 7.3 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 7.6.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with vendor.
- 7.7 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.

7.0 GENERAL CONDITIONS (Continued)

- 7.11 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.
- 7.12 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.13 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of SBBC.
- 7.14 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC 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 SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.16 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.17 **ANTI-DISCRIMINATION:** The proposer certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 7.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision stated herein and will assume the 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) or any person the proposer has designated in the completion of the contract.
- 7.19 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.0 GENERAL CONDITIONS (Continued)

- 7.21 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 7.21.1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 7.22 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity and Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on School Board contract awards. The School Board encourages each proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **proposer should indicate its certification number in its proposal.**

For information on M/WBE Certification, or to obtain information on locating certified M/WBE, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-2290 or www.broward.k12.fl.us/supply/mwbe.htm.

To receive evaluation credit for M/WBE participation, the proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing and the dollar value of the work, as the percentage of the total contract value must be provided.

7.0 GENERAL CONDITIONS (Continued)

7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFP or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFP, or any Addenda released thereto. Receipt of a copy of this RFP, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and on www.demandstar.com on **JULY 27, 2006 at 3:00 p.m. ET**, and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Supply Management and Logistics Department gives notice of an intended decision about this RFP. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the school district administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

7.0 GENERAL CONDITIONS (Continued)

- 7.25 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management and Logistics Department.
- 7.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the awardee, the Superintendent shall give written notice to the awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 60 days prior written notice to the other party.
- 7.28 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-6187 or TDD 754-321-6188.
- 7.29 **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Director of Supply Management and Logistics, unless so notified by the Supply Management and Logistics Department. **A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.**
- 7.30 **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$75.00. The Money Order is to be made payable to "The School Board of Broward County, Florida". **Visa and Mastercard will be acceptable for these fees. No cash, personal or company checks are acceptable. These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned. For more information go to http://www.broward.k12.fl.us/supply/vendor_page.htm

- 7.31 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.

7.0 GENERAL CONDITIONS (Continued)

- 7.32 **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.32.1 A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.32.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
- 7.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- 7.32.5 Senior-level employees (Pay Grade 30 and above) and/or School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.33 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.
- 7.34 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.
- 7.35 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
- 7.36 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.
- 7.37 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT** on or before 2:00 p.m. EST on the date due.
- 7.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.39 No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
- 7.40 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

7.0 GENERAL CONDITIONS (Continued)

7.41 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 7.41.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or any or all proposals may be rejected when there are sound, documented business reasons that serve the best interest of SBBC.
- 7.41.2 SBBC also reserves the right to waive irregularities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.
- 7.41.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.41.3.1 The proposal is time-stamped at the Supply Management and Logistics Department after the deadline specified in the RFP.
- 7.41.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.1.4 (see Section 1.0).
- 7.41.3.3 Failure to respond to all subsections within the RFP.
- 7.41.3.4 Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 7.41.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 7.41.3.6 The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

7.42 "FUNDING OUT" - TERMINATION - CANCELLATION

Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all Bids/RFPs in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Bid/RFP, and must be agreed to by all bidders:

- The School Board may, during the contract period, terminate or discontinue the items or services covered in this Bid/RFP only at the end of the School Board's then current fiscal year upon 30 days prior written notice to the awardee(s).

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this Bid/RFP from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in any way related to such items or services covered herein".

This completed statement must be included as part of any lease agreement submitted by the awardee. No lease will be considered that does not include this provision for "funding out".

- 7.43 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via addendum, are valid. Any modification to any term or condition by a proposer is not binding unless it is expressly agreed to in writing by SBBC.

ATTACHMENT A

A1 M/WBE Utilization Report

A2 Employment Diversity Statistics

A3 M/WBE Participation

Proposer's Company Name: _____

**The School Board of Broward County, Florida
 Minority/Women Business Enterprise Division
 600 SE 3rd Avenue, 8th Floor
 Ft. Lauderdale, FL 33301**

754-321-2290
 754-321-2714 FAX

Monthly M/WBE Utilization Report

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

| NAME & ADDRESS OF PRIME VENDOR | CONTRACT AMOUNT (if applicable) | LENGTH OF CONTRACT | CONTRACT START DATE | CONTRACT END DATE | TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN |
|---|---------------------------------|--------------------|---------------------|-------------------|---|
| RFP Number: 27-055E RFP Title: FOOD CONCESSION AND TRAINING FACILITY FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA | | | | | |

MINORITY/WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

| NAME OF CERTIFIED M/WBE VENDOR | WORK DESCRIPTION | AMOUNT DRAWN/PAID TO VENDOR | AMOUNT FOR WORK PERFORMED DURING MONTH | AMOUNT PAID TO DATE | % of TOTAL PAID TO CONTRACT AMOUNT |
|--------------------------------|------------------|-----------------------------|--|---------------------|------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Company Official's Signature & Title: _____

Phone # (____) _____

Date: _____

Employment Diversity Statistics

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

| JOB CATEGORIES | TOTAL | NON-HISPANIC WHITE | | NON-HISPANIC BLACK | | HISPANIC | | ASIAN | | AMERICAN INDIAN/ ALASKA NATIVE | |
|-----------------------------|-------|--------------------|--------|--------------------|--------|----------|--------|-------|--------|-----------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Officials and Managers | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | |
| Office and Clerical | | | | | | | | | | | |
| Craft Workers (Skilled) | | | | | | | | | | | |
| Operatives (Semi-Skilled) | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | |
| % of Total Workforce | | | | | | | | | | | |

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

| M/WBE Firm Information | Scope and/or Nature of Work to be Performed by the M/WBE | % of M/WBE Participation | Actual Amount to be expended with M/WBE * |
|---|--|--------------------------|---|
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ | | | |
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ | | | |
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ | | | |

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR - PER CONTRACT PERIOD OR OTHER

Attachment B
Disclosure of Potential Conflict of Interest

The School Board of Broward County, Florida

FOOD AND CONCESSION TRAINING FACILITY FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In accordance with General Condition 7.13, all proposers must disclose with their RFP the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the proposer's firm who is also an employee of The School Board of Broward County, Florida. Disclosure of such potential conflict does not necessarily disqualify proposer from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

| Name of Employee | SBBC Title or Position | Type of Interest in Company |
|------------------|------------------------|-----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

Signature

Company Name

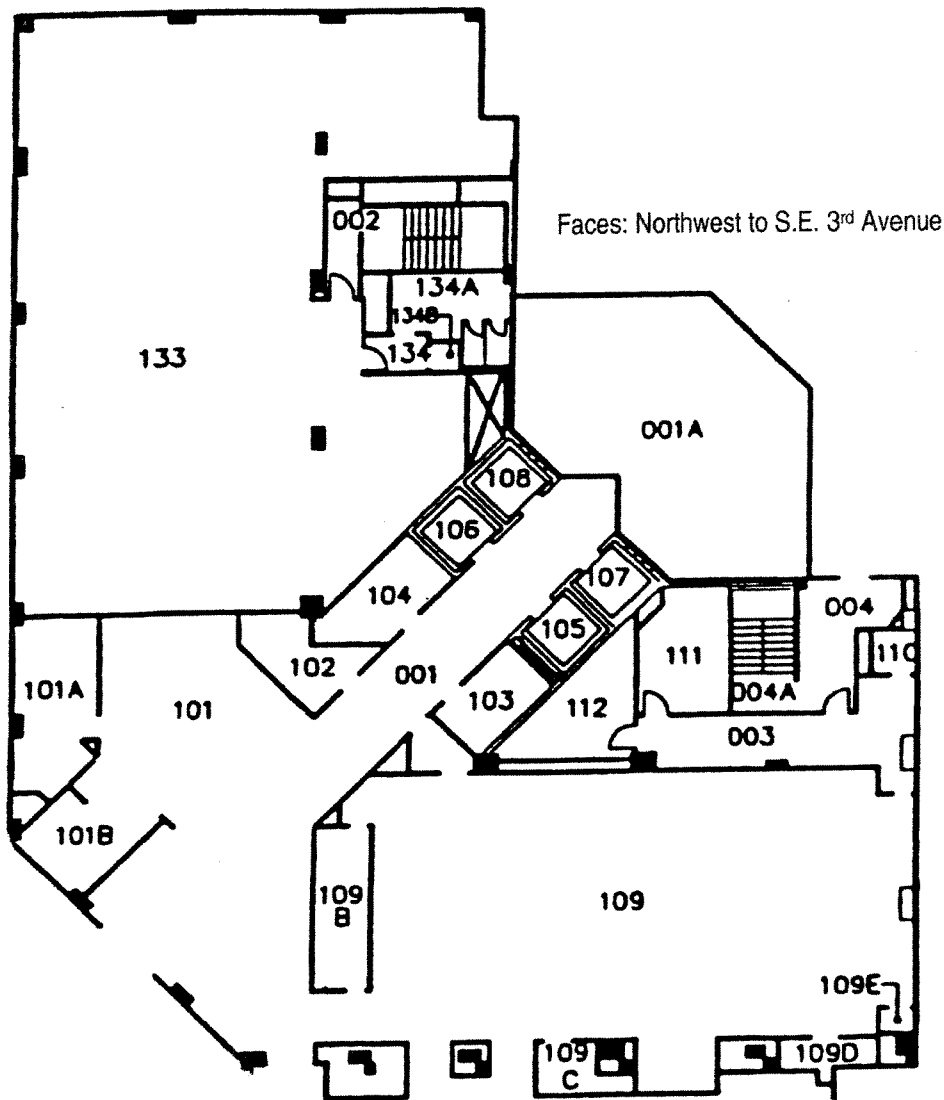
Name of Official

Business Address

City, State, Zip Code

11/22/05

ATTACHMENT C
Floor Plan for Kiosk



Faces: Northwest to S.E. 3rd Avenue

Faces: Southeast to Ground Level Parking

NOTES: Room 101A is the area for the Kiosk. This area has 480 square feet and a metal pull down window. Room 101B is currently used to house vending machines. Room 101, which has 1,616 square feet is considered a lounge area with tables and chairs.

FLOOR PLAN

| | |
|---|--------------|
| CADD FILE NAME: FA3281P1 | |
| ORIGINAL ISSUE DATE: OCT. 1 - 1992 | |
| APPROVED | |
| BY | |
| DATE | |
| No. | |
| APPROVED | |
| BY | |
| DATE | |
| No. | |
| F.I.S.H. | |
| CENTRAL AREA | |
| THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FACILITIES DEPARTMENT 1700 S.W. 14th COURT FORT LAUDERDALE, FLORIDA | |
| FACILITY K. C. WRIGHT ADMINISTRATION 600 S.E. 3 AVENUE FT. LAUDERDALE FLORIDA | |
| DISTRICT NUMBER | STATE NUMBER |
| PARCEL | PARCEL |
| 328 | 223 |
| ADMINISTRATION | FACILITY |
| 9328 | 0206 |
| SHEET TITLE BUILDING PLAN | |
| SHEET No. | of |
| 1 | 4 |

ATTACHMENT D

Statement of “No” Response

ATTACHMENT D, STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
 Supply Management and Logistics Department
 Suite 323
 7720 West Oakland Park Boulevard
 Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

| √ | Reasons for "NO" Response: |
|---|---|
| | Unable to comply with product or service specifications. |
| | Unable to comply with scope of work. |
| | Unable to quote on all items in the group. |
| | Insufficient time to respond to the Request for Proposal. |
| | Unable to hold prices firm through the term of the contract period. |
| | Our schedule would not permit us to perform. |
| | Unable to meet delivery requirements. |
| | Unable to meet bond requirements. |
| | Unable to meet insurance requirements. |
| | Other (Specify below) |

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

CH/lr