

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

RFP No.: 25-115B Board Meeting: JANUARY 18, 2005
Description: FURNISH, INSTALL, STOCK AND MAINTAIN Notified: 254 Downloaded: 22
SCHOOL CAFETERIA VENDING MACHINES RFP Rec'd: 7 No Response 4
For: VARIOUS LOCATION RFP Opening: NOVEMBER 3, 2004
(School/Department)
Fund: INCOME Advertised Date: OCTOBER 5 & 19, 2004
Award Amount: INCOME

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on NOVEMBER 18, 2004 @ 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

SEVEN PROPOSALS WERE RECEIVED IN RESPONSE TO RFP 25-115B. PROPOSALS WERE EVALUATED BY:

DARLENE MOPPENT, PROGRAM MANAGER, NUTRITION EDUCATION & TRAINING
ART DREWES, SENIOR PAYROLL ANALYST
MARK MILLS, FOOD SERVICE SUPERVISOR, ACCOUNTANT IV
DAVID ROSE, FOOD SERVICE TECHNICAL SUPERVISOR
WINSTON PIERRE, MANAGER, EDUCATION TECHNOLOGY SERVICES
BRIAN J. SULLIVAN, MANAGER, COMPUTER OPERATIONS

M/WBE ADVISOR: ZAIDA RIOLLANO

BASED UPON THE RECOMMENDATION OF THE EVALUATION COMMITTEE, IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE TWO HIGHEST RANKED PROPOSERS. THE HIGHEST RANKED PROPOSER SHALL BE THE PRIMARY VENDOR. THE SECOND HIGHEST RANKED PROPOSER SHALL BE THE ALTERNATE VENDOR. THE PRIMARY VENDOR SHOULD RECEIVE THE LARGEST VOLUME OF WORK. IF THE PRIMARY VENDOR IS FOUND IN DEFAULT OF THEIR CONTRACT, THEN THE ALTERNATE VENDOR WILL BE UTILIZED.

GILLY VENDING, INC. D/B/A GILLY ENTERPRISES, INC. PRIMARY
(HISPANIC M/WBE: MIAMI, FL)
FAMILY VENDING COMPANY, INC. ALTERNATE

IN ADDITION TO THE M/WBE PROPOSER RECOMMENDED FOR AWARD, THE FOLLOWING PROPOSER HAS SUBMITTED M/WBE PARTICIPATION AS PART OF THEIR PROPOSAL:

FAMILY VENDING COMPANY, INC.
(ICE CREAM SERVICE, INC. WHITE FEMALE M/WBE: POMPANO, FL)

CONTRACT PERIOD: JANUARY 18, 2005 THROUGH JUNE 30, 2008

By:  Date: NOVEMBER 17, 2004
(Buyer/Purchasing Agent)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA RFP TABULATION SHEET

RFP NUMBER 25-115B	OPEN DATE 11/03/04	BUYER CHARLES HIGH
RFP TITLE Furnish, Install, Stock and Maintain School Cafeteria Vending Machines		

PROPOSERS NAME	TOTAL POINTS					
BETTOLI TRADING CORP./d/b/a J & H VENDING	REJECTED					
COMPASS GROUP USA /d/b/a CANTEEN VENDING SERVICES	REJECTED					
DILORETO & SONS, INC.	72.0					
FAMILY VENDING COMPANY, INC.	1 83.1					
GILLY VENDING, INC./d/b/a GILLY ENTERPRISES, INC.	P 87.0					
ONE STOP VENDING	71.2					
VENDING SERVICE SPECIALISTS, INC.	37.6					

REMARKS:
 BID DRAFT WAS APPROVED BY: BARBARA LESLIE, DIRECTOR, FOOD AND NUTRITION SERVICES
 BIDS RECEIVED WERE EVALUATED BY: SEE ATTACHED EVALUATION FORM
 RECOMMEND THE AWARD BE MADE TO THE ABOVE PROPOSERS MEETING SPECIFICATIONS, TERMS & CONDITIONS.

RFP Rejection Sheet
RFP 25-115B
Furnish, Install, Stock and Maintain Vending Machines for Cafeterias

Reject proposals received for the following reasons. Evaluation of proposals ceased upon discovery that proposals submitted did not meet the terms, conditions and specifications as described within the RFP. There may be other reasons for rejection.

Reject proposal from Bettoli Trading d/b/a J & H Vending. General Condition 6.42.3 states that a proposal may be rejected if the proposal does not conform the rules or the requirements contained in the RFP. The Required Response Form, Page 1 of the RFP, submitted by the proposer, is not fully executed with the required signature as specified. The proposal submitted, in this form, is considered non-responsive.

Reject proposal from Compass Group, USA, d/b/a Canteen Vending. General Condition 6.42.3 states that a proposal may be rejected if the proposal does not conform the rules or the requirements contained in the RFP and if the proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, incomplete, indefinite and ambiguous as to its meaning. Compass Group, USA d/b/a Canteen Vending stated in their proposal that the firm takes exception to Sections 3.2.1.2.11, 3.2.2.5, 5.4, 5.5, 6.5, 6.7, 6.12, 6.16, 6.25, 6.26, 6.28.2, 6.30, 6.36, General Specifications – Subsections 1, 7 and 8. These statements indicate that proposer submitted a conditional proposal with material deviations that render the proposal non-responsive and non-responsible.

**RFP 25-115B
FURNISH, INSTALL STOCK & MAINTAIN VENDING MACHINES
FOR CAFETERIAS**

Meeting November 16, 2004 at 9:00 a.m. TSSC, Purchasing Department

EVALUATION FORM

Date: November 16, 2004

Subject: Award decision on RFP 25-115B

Note: Each Evaluation Committee Member is to evaluate proposals **BEFORE** the scheduled meeting by completely reading the proposals and listing their score on this sheet for Sections A and B. **Evaluation Committee Members must not discuss points with other Evaluation Committee Members before the scheduled evaluation date and time.** Evaluation Committee will then discuss their scores and come up with a consensus of points. Purchasing will give you the score for the Commission Rate (Section D) during the scheduled meeting and M/WBE office will assign points for Section C during the scheduled meeting.

Minimum Points for Award: None

Award will be made to a top ranked proposer who will be considered the Primary Vendor and a second top ranked vendor who will be an alternate vendor.

DO NOT EXCEED THE MAXIMUM NUMBER OF POINTS LISTED IN EACH CATEGORY

PROPOSER'S NAME	(A) Experience and Qualifications (0 – 25 Points)	(B) Scope of Services (0 – 25 Points)	(C) M/WBE Participation (0 – 15 Points)	(D) Commission Rate (0 – 35 Points)	** GRAND TOTAL POINTS
Bettoli Trading d/b/a J & H Vending	REJECTED	REJECTED	REJECTED	REJECTED	REJECTED
Compass Group USA d/b/a Canteen Vending	REJECTED	REJECTED	REJECTED	REJECTED	REJECTED
Diloreto & Sons, Inc.	23	20	4	25	72
Family Vending Company	25	25	8 ½	24.6	83.10 <i>ALTERNATE</i>
Gilly Vending, Inc.	20	18	14	35	87 <i>Primary</i>
One Stop Vending	20	20	5	26.2	71.2
Vending Service Specialists	10	10	0	17.6	37.6

** Total points must NOT exceed 100 points.

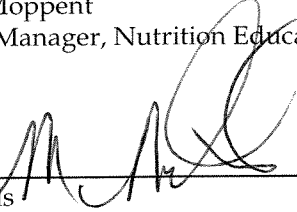
See Attached RFP Rejection Sheet for Disqualifications and Rejections of Proposals.



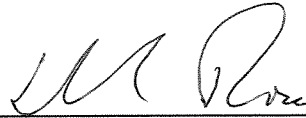
Darlene Moppent
Program Manager, Nutrition Education & Training



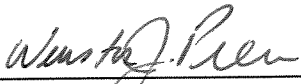
Art Drewes
Senior Payroll Analyst



Mark Mills
Food Service Supervisor, Acct. IV



David Rose
Food Service Tech Supervisor



Winston Pierre
Education Tech Services, Manager



Brian J. Sullivan
Manager, Computer Operations



Zaida Riollano
Purchasing M/WBE

25-115B

Furnish, Install, Stock and Maintain School Cafeteria Vending Machines

Statement of No Proposal Summary

Number of Proposers submitting "No Response" Statements: 4

The following is a summary of the reasons, submitted by Bidders, for not submitting bids in response to this Invitation to Bid:

<input checked="" type="checkbox"/>	Summary of Bidders Reasons for "NO" Bid:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input checked="" type="checkbox"/>	Unable to comply with scope of work.
<input checked="" type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input checked="" type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Could not bid competitive prices
<input type="checkbox"/>	Being bid by their subsidiary
<input checked="" type="checkbox"/>	Subcontractor

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

3.2 Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates and MWBE Participation) (Continued):

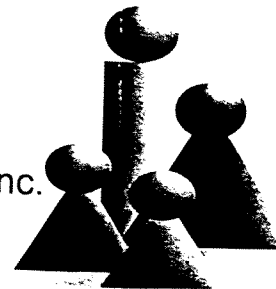
3.2.3 Commission Rate: (Maximum 35 allowable points) (Continued):

Distribution of commission rate points will be calculated as a percentage of the difference in total commission rate offered as compared to the highest total commission rate proposed. For example, if **Proposer A** submits a total percentage commission rate of 145% and **Proposer B** submits a total percentage commission rate of 121% and **Proposer C** submits a total commission rate of 105%. **Proposer A** would receive 35 of the total points allowed for the commission rate criteria since this is the highest total commission rate offered, **Proposer B** would receive 29.2% points $[(121\%/145\%) \times 35]$. **Proposer C** would receive 25.3% points $[(105\%/145\%) \times 35]$.

- 3.2.3.1. A) Highest Single Fixed Percentage Commission Rate for **Beverages** 22.0 %
B) Highest Single Fixed Percentage Commission Rate for **Non-Refrigerated Snacks** 20.0 %
C) Highest Single Fixed Percentage Commission Rate for **Refrigerated Snacks** 38.0 %
D) Highest Single Fixed Percentage Commission Rate for **Milk** 70.0 %
E) Highest Single Fixed Percentage Commission Rate for **Ice Cream/Frozen Treats** 70.0 %
TOTAL PERCENTAGE 3.2.3.1. (A through E Inclusive) 220.0 %
(Add percentage for each item A + B + C + D + E = TOTAL PERCENTAGE)

Note: Refrigerated Snacks would be considered as Yogurt, Fresh Fruits/Vegetables, etc.,
Non-Refrigerated snacks would be considered as Crackers, Cookies, Trail-Mix, Yogurt Bar, etc.

GILLY VENDING, INC. D/B/A GILLY ENTERPRISES, INC.



Proposal for Vending Services School Board of Broward County



RFP 25-115B
Furnish, Install, Stock & Maintain
School Cafeteria Vending Machines

4747 N. Nob Hill Road
Sunrise, Florida
954.741.5020

.2.3 Commission Rate:

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

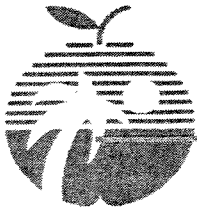
3.2 Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates and M/WBE Participation) (Continued):

3.2.3 Commission Rate: (Maximum 35 allowable points) (Continued):

Distribution of commission rate points will be calculated as a percentage of the difference in total commission rate offered as compared to the highest total commission rate proposed. For example, if **Proposer A** submits a total percentage commission rate of 145% and **Proposer B** submits a total percentage commission rate of 121% and **Proposer C** submits a total commission rate of 105%. **Proposer A** would receive 35 of the total points allowed for the commission rate criteria since this is the highest total commission rate offered, **Proposer B** would receive 29.2% points $[(121\%/145\%) \times 35]$. **Proposer C** would receive 25.3% points $[(105\%/145\%) \times 35]$.

- 3.2.3.1. A) Highest Single Fixed Percentage Commission Rate for **Beverages** 10 %
- B) Highest Single Fixed Percentage Commission Rate for **Non-Refrigerated Snacks** 10 %
- C) Highest Single Fixed Percentage Commission Rate for **Refrigerated Snacks** 60 %
- D) Highest Single Fixed Percentage Commission Rate for **Milk** 25 %
- E) Highest Single Fixed Percentage Commission Rate for **Ice Cream/Frozen Treats** 50 %
- TOTAL PERCENTAGE** 3.2.3.1. (A through E Inclusive) 155 %
(Add percentage for each item A + B + C + D + E = TOTAL PERCENTAGE)

Note: Refrigerated Snacks would be considered as Yogurt, Fresh Fruits/Vegetables, etc.,
Non-Refrigerated snacks would be considered as Crackers, Cookies, Trail-Mix, Yogurt Bar, etc.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DONNIE CARTER
Director of Supply Management and Logistics

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October 26, 2004

ADDENDUM NO. 1

RFP 25-115B

FURNISH, INSTALL, STOCK AND MAINTAIN VENDING MACHINES FOR CAFETERIAS

DR. FRANK TILL
Superintendent of Schools

CALLED FOR 2:00 P.M., ~~NOVEMBER 4, 2004~~ (See Below)

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

- RFP opening date has been changed to **November 3, 2004**. Proposals must be received in the Supply Management & Logistics Department **on or before 2:00 PM on November 3, 2004**. Late proposals will not be opened or considered for award. This notice revises pages 1 of 19 Pages, 4 of 19 Pages and Page 12 of 19 Pages.
- Answers to the questions received are attached to this Addendum.
- | | |
|--|--|
| DELETE: Page 2 of 19 Pages | INSERT: Page 2 of 19 Pages – REVISED - |
| DELETE: Page 9 of 19 Pages | INSERT: Page 9 of 19 Pages – REVISED - |
| *INSERT Page 9A of 19 Pages - NEW PAGE – <u>THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL.</u> | |
| DELETE: Page 4 of 6 Pages | INSERT: Page 4 of 6 Pages – REVISED - (Attachment B) |
| DELETE: Page 5 of 6 Pages | INSERT: Page 5 of 6 Pages – REVISED - (Attachment B) |
| DELETE: Page 6 of 6 Pages | INSERT: Page 5 of 6 Pages – REVISED - (Attachment B) |
| INSERT: Page 2 of 2 Pages - NEW PAGE - (Attachment H) | |

* This Addendum requires a page to be submitted with your proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 25-115B, proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High, C.P.M., A.P.P.
Manager, Purchasing Operations – Special Assignment

RFP 25-115B - ADDENDUM 1, Page 1 of 8 Pages

Attachments

- **QUESTION #1:**
Due to our payment system, our checks are rolled for the entire division at one time. Our payment date is the 15th of every month. The bid specifications state payment is due by the 10th of each month. Can you make an exception?
ANSWER TO QUESTION #1:
Yes, the 15th will be acceptable.
- **QUESTION #2:**
The RFP states "Water" is specifically stated as "Spring Water". We distribute purified water; can this designation be changed to include this type of water?
ANSWER TO QUESTION #2:

Yes, Purified water can be included.
- **QUESTION #3:**
Can Food and Nutrition Services provide a current list of schools and sales for 2003-2004 broken down by schools and if possible by item?
ANSWER TO QUESTION #3:
See **Attachment H** – Page 2 of 2 Pages – **INSERT.**
- **QUESTION #4:**
Are there any plans to remodel any current school cafeterias into food courts? If so, which schools?
ANSWER TO QUESTION #4:
Yes. Food & Nutrition Services, at this time, is scheduling Dillard High, Ft. Lauderdale High and Ely Blanche High for Food Court renovations.
- **QUESTION #5:**
What times are the vending machines available to the drivers? I've heard that many cafeteria managers arrive before 6:00 AM for breakfast preparation. Can delivery be early in the morning?
ANSWER TO QUESTION #5:
Vending machines will be available (early morning) according to the individual Cafeteria Manager's scheduled hours.
- **QUESTION #6:**
Will a worker's compensation case be a legal action we need to present in Section 3.2.1.2.11.?
ANSWER TO QUESTION #6:
Yes. All legal actions must be presented in your proposal.
- **QUESTION #7:**
Could the report of items sold be presented in categories (i.e. chips, crackers, cookies, etc.) or does it have to be flavor by flavor?
ANSWER TO QUESTION #7:
No.

➤ **QUESTION #8:**

Data shows that milk pays a different percentage for milk than for beverage and snacks, do we have to propose one single percentage for all three categories or can we propose one different percentage for every category?

ANSWER TO QUESTION #8:

See new **REVISED** Page 9 of 19 Pages and **INSERT** Page 9A of 19 Pages. Page 9A of 19 Pages **MUST** be returned with your submitted proposal or proposal will be disqualified.

➤ **QUESTION #9:**

If we can propose three different percentages, what will be the formula used to calculate the points in that section?

ANSWER TO QUESTION #9:

See new **REVISED** Page 9 of 19 Pages and **INSERT** Page 9A of 19 Pages. Page 9A of 19 Pages **MUST** be returned with your submitted proposal or proposal will be disqualified.

➤ **QUESTION #10:**

How often do we have to contact a school's representative to record meters?

ANSWER TO QUESTION #10:

Each month.

➤ **QUESTION #11:**

Do milk machines have to have 45 selections? Can we propose different machine? Will this influence our likelihood to win the RFP?

ANSWER TO QUESTION #11:

See **REVISED** Page 4 of 6 Pages – **Attachment B**. Dispensing selection has been changed to 10 – 45 selection facings.

➤ **QUESTION #12:**

Must snack machines have 40 selections? Can we propose a different machine? Will this influence our likelihood to win the RFP?

ANSWER TO QUESTION #12:

Yes. Proposer's machines must meet RFP specifications.

➤ **QUESTION #13:**

The RFP states that all beverages should have two flavors 100% juice and the rest must be at least 10% juice. Should we assume that the exceptions are Sport Drinks and Water?

ANSWER TO QUESTION #13:

Yes.

➤ **QUESTION #14:**

Do milk products have to be 100% milk?

ANSWER TO QUESTION #14:

All flavors of milks and milkshakes are to be made with 100% milk.

➤ **QUESTION #15:**

Some milk products are 14 oz. bottles, are these acceptable?

ANSWER TO QUESTION #15:

Yes. Read **Attachment B** – Specification Requirements, Section II, Part 1 – Requirements for Cold Milk Vending Machines, Page 4 of 6 Pages – **REVISED**.

➤ **QUESTION #16:**

If on the section that you ask for our best selling items, we happen to include an item that is not accepted by the Broward County Schools, would this item be ignored and just eliminated from the list? Or will the vendor be eliminated automatically from the RFP?

ANSWER TO QUESTION #16:

Item (product) would be eliminated from the list.

➤ **QUESTION #17:**

Are you looking to receive proposals including ice cream?

ANSWER TO QUESTION #17:

Yes. Read **Attachment B** - Specification Requirements, Section III, Part 3 – Snack Merchandise, Page 5 of 6 Pages – **REVISED**.

➤ **QUESTION #18:**

Is it my understanding that there can be only one commission for drink, snack and milk? Can milk be a separate commission and drinks one commission and snacks another?

ANSWER TO QUESTION #18:

See Answer to Question 8.

➤ **QUESTION #19:**

In Dade County, our company helped to develop the Healthy for You Program using the baked Frito products. I would specially like to only use these machines. They hold 600 units of fewer chips which is much more considerable than the regular snack machine. Can this be considered?

ANSWER TO QUESTION #19:

Proposer must submit this information with their submitted proposal for evaluation.

➤ **QUESTION #20:**

You have a portion of the RFP that talks about ice cream; Pages 5 and 6 of **Attachment B**. We use a machine that vends frozen ice cream and frozen food. There are very few ice cream products that contain 100% juice. Can we sell a low carb hamburger and lean hot pockets as well? Some of the products need to be sold for \$1.25 to \$2.00. Do the cafeterias have microwaves in order to cook their food?

ANSWER TO QUESTION #20:

You are correct there are very few **ice cream** products that contain 100% juice. What is meant is Frozen Ice. Frozen Ice that is acceptable must be fruit or real fruit juice as per **Attachment C**. **No** “meal” type entrees are allowed; i.e. hamburger or hot pockets. The selling price can be negotiated with Food and Nutrition Services prior to being sold in vending machines. The cafeterias **do not have** microwaves for student access in the cafeterias.

➤ **QUESTION #21:**

Will there be enough electrical (sockets and volts) for all machines? If more machines are necessary to give proposer service can they added? For Example - 1 juice, 1 milk, 1 Gatorade, 1 ice cream.

ANSWER TO QUESTION #21:

The number of sockets for each cafeteria is undetermined at this time. Additional machines will be considered only by the Food and Nutrition Services Department. It is **NOT** the decision of the awardee(s) to determine the number of machines to be placed in each cafeteria.

➤ **QUESTION #22:**

Will companies that can't perform the DEX service be disqualified?

ANSWER TO QUESTION #22:

Not disqualified, but will receive **lower score points** as compared to those proposers who comply with equipment requirements. These points will be determined by the Evaluation Committee.

➤ **QUESTION #23:**

DEX gives you starting meter #; do we still have to report?

ANSWER TO QUESTION #23:

Yes.

➤ **QUESTION #24:**

If we have applied to M/WBE and are waiting for approval; can this portion be put into a holding pattern waiting for them to complete the process?

ANSWER TO QUESTION #24:

No. You must have your SBBC, M/WBE certification number, already issued, at the time of RFP opening. It is the responsibility of the proposer to make sure he/she has the proper paperwork completed and evaluated by the M/WBE office prior to the opening of the RFP.

➤ **QUESTION #25:**

Do you expect one commission for juice, snack, milk and ice cream?

ANSWER TO QUESTION #25:

See Answer to Question 8.

➤ **QUESTION #26:**

Are sales figures provided on the RFP current and up-to-date?

ANSWER TO QUESTION #26:

Yes. See REVISED Page 1 of 1, **Attachment H**, which is included with this Addendum.

➤ **QUESTION #27:**

Will RFP be awarded to one vendor only and NOT a "pilot program" to go to another school or schools? Example, Piper High is not with the present vendor (DiLoreto & Sons) but with Family Vending.

ANSWER TO QUESTION #27:

Yes. If Food and Nutrition Services desires to use a pilot program on a new type of product, the awarded vendor must be given preference for the pilot unless the awarded vendor does not handle the type of product requested.

- **QUESTION #28:**
Who is going to be on the Evaluation Committee for the RFP?
ANSWER TO QUESTION #28:
That is undetermined at this time.
- **QUESTION #29:**
Are computer hand-held DEX required?
ANSWER TO QUESTION #29:
If your company has DEX, then this type of equipment is required.
- **QUESTION #30:**
Provide an updated list on existing food courts and when the new food courts will be ready?
ANSWER TO QUESTION #30:
This information can be provided to you by Food and Nutrition Services at a later date. This information is not ready for distribution for this RFP.
- **QUESTION #31:**
Are the vendors going to be allowed to tour and survey the cafeteria locations, and if so, do we need any special permit or notification to access the above locations?
ANSWER TO QUESTION #31:
Yes. Appointments must be made through Mr. Ray Papa at 754-321—0215.
- **QUESTION #32:**
Will vendors be able to propose ice cream, frozen yogurt products and fresh food?
ANSWER TO QUESTION #32:
Yes. Read, **Attachment B**.
- **QUESTION #33:**
Will the campus vending offer healthy choices products similar to the cafeteria products or will they be allowed to sell traditional vending products including carbonated beverages?
ANSWER TO QUESTION #33:
This RFP is for cafeteria vending only. This question can not be answered at this time and will be handled under a separate RFP.
- **QUESTION #34:**
Can you supply a current and complete list of pre-approved healthy choices products?
ANSWER TO QUESTION #34:
The list of healthy vending products must come from each proposer and submitted with their proposal for evaluation. The proposer must be able to describe their “menu” of items to be sold in each machine meeting healthy choice products.
- **QUESTION #35:**
If we partner up with a minority subcontractor, are we allowed to get credit points for the minority firm section?
ANSWER TO QUESTION #35:
Yes.

- **QUESTION #36:**
Would potential vendors be called for short interviews or answer/questions, etc. prior to making final decision?
ANSWER TO QUESTION #36:
No.
- **QUESTION #37:**
Are regular vending products (no healthy choices) such as fried chips allowed in the cafeteria vending?
ANSWER TO QUESTION #37:
No. Read, **Attachment B**, Section III, Part 3, Page 5 of 6 Pages – **REVISED**.
- **QUESTION #38:**
Are sport beverages, such as Gatorade and Powerade allowed in the cafeteria vending?
ANSWER TO QUESTION #38:
Yes.
- **QUESTION #39:**
Can you supply current sales figures for the 2003-2004 school year?
ANSWER TO QUESTION #39:
Yes. See **Attachment H**, Page 1 of 2 Pages – **REVISED**.
- **QUESTION #40:**
When will the selected vendor be required to install equipment on the premises?
ANSWER TO QUESTION #40:
Within 30 days of notification of award by the Supply Management & Logistics Department.
- **QUESTION #41:**
What departments will be represented in the selection committee?
ANSWER TO QUESTION #41:
It is undetermined at this time.
- **QUESTION #42:**
Can you identify which cafeterias do not have vending?
ANSWER TO QUESTION #42:
South Broward, Monarch, Cypress Bay, Cypress Bay Annex and Everglades.
- **QUESTION #43:**
Do any of the high schools have more than one cafeteria vending location, and if so, can you pin point them?
ANSWER TO QUESTION #43:
No.
- **QUESTION #44:**
We would like a further breakdown of the sales by category. For example: bag snacks, candy items, bag cookies or pastry items?
ANSWER TO QUESTION #44:
This information is not available.

➤ **QUESTION #45:**

What will be in compliance with the dietary guidelines? For example: Beverage machines with nine selections, how many selections must be 100% juice and how many can be 10% juice?

ANSWER TO QUESTION #45:

Read **Attachment B**, Section 3, Part 2 – Page 5 of 6 Pages – **REVISED**.

➤ **QUESTION #46:**

What will be in compliance with the dietary guidelines? For example: Snack machines with 15 columns allowed for snacks, how many columns will be required to be baked products and how many columns will be allowed to be traditional Frito Lay products?

ANSWER TO QUESTION #46:

Read **Attachment B**, Section 3, Part 3 – Page 5 of 6 Pages – **REVISED**. No Fried (traditional) products are allowed.

➤ **QUESTION #47:**

Is the ice cream vending service part of this RFP?

ANSWER TO QUESTION #47:

See Answer to Question 17.

➤ **QUESTION #48:**

Can we get the last year sales records of each school cafeteria?

ANSWER TO QUESTION #48:

See Answer to Question 39

➤ **QUESTION #49:**

Could we sell maybe three or four nutritional drinks that have high cost at \$1.25 or \$1.50? Some low sugar healthy drinks are expensive and need to be sold at a higher price than \$1.00.

ANSWER TO QUESTION #49:

Yes, any products which exceed the stated cost in Attachment B must have **prior approval** from Food and Nutrition Services.

➤ **QUESTION #50:**

What is the term of the contract and the renewal option period?

ANSWER TO QUESTION #50:

Read, Page 3 of 19 Pages, Section 2.4 – Contract Term

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals to furnish, install, stock and maintain drink and snack vending machines for school cafeterias as specified within this RFP. A full turn-key operation is required. Award of this RFP shall be to one primary vendor, who is the top ranked proposer, and to one alternate vendor who is the second top ranked proposer (see Section 4.2, Evaluation of Proposals). SBBC reserves the right to issue and award a separate RFP to furnish, install, stock and maintain vending machines located outside the cafeteria locations and around school campus sites if its in the best interest to the District.

It is Food and Nutrition Services Department's objective to obtain the best vending service and percentage commission rate that will be most advantageous to the department as well as provide a contract that will be most profitable to the awarded vendor(s). SBBC reserves the right to add and delete school cafeteria sites to this contract, if it is in the best interest to do so, at the same percentage commission rate, conditions, specifications and pricing as awarded by this RFP. For all purposes in this agreement, the term "commission" shall refer to the amount of vending machine sales proceeds that shall be provided to Food and Nutrition Services' Department by the awardee(s).

The District's goal is that student choices from drink and snack vending machines will more closely align with the recommendations of the Dietary Guidelines for Americans. Cafeteria vending machines will be stocked with snack and beverage items aligned with the recommendations of the Dietary Guidelines for Americans (**See Attachment I**). Good nutrition plays an essential role in health and development of students. Numerous studies have proved a link between nutrition and academic performance as measured by test scores, attendance rates, tardiness and discipline. Effective school nutrition policies can help children learn to make healthy choices in their selection of foods. School milk vending and other dairy products are a healthful and profitable option. The primary reason why milk vending and other dairy products are added to this contract is to provide a nutritious vending choice for students and staff. "A recent national test demonstrated a demand for school milk vending, with an average weekly sales in test schools at 280 units with 68% of students purchasing milk. Students reported that they chose vended milk over soft drinks, fruit drinks and water. Vended milk was purchased in addition to, and not in place of, school lunch milk."¹

In response to rising statistics and concerns regarding childhood obesity, school districts across the country are facing increasing challenges from parents and communities to sell more nutritious items in the school vending machines. Although vending machines administered by the Food and Nutrition Services Department contain relatively nutritious items, District guidelines will be established to ensure that cafeteria vending machines contain only approved food items. Once these guidelines are in place and approved by the Board, these guidelines shall be incorporated into this RFP as though written into this RFP.

To this end, the District retains the right to determine the nature of, and to make adjustments to, the drink and snack vending operations including product lines, pricing strategies and specifications during the term of the contract period. The District envisions that changing student choices will not necessarily result in major reductions to drink and snack vending revenues.

¹ Wisconsin Milk Marketing Board, 2004 – "Got Milk?" - <http://schools.wisdairy.com/milkvending>

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

3.2 Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates and M/WBE Participation) (Continued):

3.2.2 Scope of Services (Continued)

3.2.2.10 Licenses and Permits: Awardee(s) shall agree to all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or processing any and all permits and licenses that may be required. All costs of permits and licenses shall be borne by the awardee(s).

3.2.2.11 Surety Bond: Awarded vendor shall provide a Surety Bond in the amount of \$10,000 per location or in one total amount is required. Failure to provide a Surety Bond, within 15 working days of award notification or of notification of an additional location, will result in contract being canceled and awarded vendor being found in default of contract.

All policies shall be issued by companies licensed to do business in the State of Florida. All policies shall be endorsed to be primary of all other valid and collectible coverage's maintained by SBBC. All policies shall be written on an occurrence basis.

3.2.2.12 Awardee(s) must have all cafeteria food items approved by Food and Nutrition Services prior to being offered in the vending machines.

3.2.2.13 Proposer shall provide a complete list of drink and snack products for all cafeteria vending machines. List of drink and snack vending products must be in compliance with **Attachment C** and RFP Specifications. Ingredients and nutritional information are required to be provided with your proposal for your **top ten selling brands**. Only national brands, top selling products or approved equivalent(s) must be sold in each vending machine. Awardee(s) shall not deviate from the attached guidelines. Deviation from these guidelines will result in default of contract. Samples may be requested from the proposer in order to complete the evaluation of the RFP. Failure to deliver samples, as requested, will result in disqualification of proposal.

3.2.3 Commission Rate: (Maximum 35 allowable points):

Proposer shall offer the **HIGHEST, SINGLE FIXED PERCENTAGE COMMISSION RATE**, for the group of items listed below, of gross sales to be paid as a commission. **Rental and sales tax shall be EXCLUDED from deduction of commissions.** Proposer offering a range of percentages shall have their proposal disqualified. Proposer's commission rate is to be shown as a percentage figure. If a decimal is not inserted into the percentage figure, by the proposer, then the figure will be considered as a whole number. Proposer may elect to insert a decimal into its percentage figure, if proposer desires to do so. For example, percentage figure may be stated as either, as an example, 24% or 24.1%. (See Attachment H for RFP data for vending machines)

Award of Section 3.2.3 – Commission Rate shall be **BY GROUP**. It is a requirement that all items within the group have a percentage figure offered by the proposer. Failure of the proposer to enter a percentage figure for each item listed below shall disqualify entire proposal. Proposer must submit their commission proposal in the exact format as shown. Any deviations or changes to the format shall result in disqualification of proposal.

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

3.2 Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates and M/WBE Participation) (Continued):

3.2.3 Commission Rate: (Maximum 35 allowable points) (Continued):

Distribution of commission rate points will be calculated as a percentage of the difference in total commission rate offered as compared to the highest total commission rate proposed. For example, if **Proposer A** submits a total percentage commission rate of 145% and **Proposer B** submits a total percentage commission rate of 121% and **Proposer C** submits a total commission rate of 105%. **Proposer A** would receive 35 of the total points allowed for the commission rate criteria since this is the highest total commission rate offered, **Proposer B** would receive 29.2% points $[(121\%/145\%) \times 35]$. **Proposer C** would receive 25.3% points $[(105\%/145\%) \times 35]$.

- 3.2.3.1. A) Highest Single Fixed Percentage Commission Rate for **Beverages** _____%
- B) Highest Single Fixed Percentage Commission Rate for **Non-Refrigerated Snacks** _____%
- C) Highest Single Fixed Percentage Commission Rate for **Refrigerated Snacks** _____%
- D) Highest Single Fixed Percentage Commission Rate for **Milk** _____%
- E) Highest Single Fixed Percentage Commission Rate for **Ice Cream/Frozen Treats** _____%
- TOTAL PERCENTAGE** 3.2.3.1. (A through E Inclusive) _____%
(Add percentage for each item A + B + C + D + E = TOTAL PERCENTAGE)

Note: Refrigerated Snacks would be considered as Yogurt, Fresh Fruits/Vegetables, etc.,
Non-Refrigerated snacks would be considered as Crackers, Cookies, Trail-Mix, Yogurt Bar, etc.

**CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS (Continued)**

II. EQUIPMENT SPECIFICATIONS AND DESCRIPTIVE LITERATURE (Continued)

1. Required Equipment (Continued):

Requirements for Cold Milk Vending Machines/Dairy Products

Dixie Narco, Crane/National, Vendtronics or approved equivalent. Cold milk and other dairy product machines must be capable of dispensing at least 10-45 selection facings. Handle 10-20 oz. re-sealable PET bottle capacity. Holds 360 to 405 bottles and maintains product at a temperature of 34 degrees Fahrenheit. Electronic coin changer and bill validator must be the latest design and current in use. All bill validators must be tamper proof. CFC refrigerant free. UL or ETL approved.

Requirements for Snacks or Frozen/Refrigerated Foods

Crane National, Crane/National, Vendtronics or approved equivalent. Snack machines must be capable of dispensing at least 40 selection facings. Machine must be face front, rotational, or a combination. For cold vending machines, product needs to be maintained at a temperature of 34 degrees Fahrenheit. For frozen vending machines product needs to be maintained at a temperature range of 5 - 32 degrees Fahrenheit. Electronic coin changer and bill validator must be the latest design and current in use. All bill validators must be tamper proof. Machine must not show a specific brand as an outside display. CFC refrigerant free. UL or ETL approved.

2. Condition of Machines: Awardee(s) shall furnish the newest most recent design of vending machines and data collection in new or like new condition. Machine must be front loading. Any machine that requires service/repair in excess of four times in any given 30 day period shall be subject for replacement. The determination to have a machine replaced will be at the discretion of SBBC. Awardee(s) shall comply with request(s) for replacement within five business days. Failure to comply with this request shall result in default of contract.
3. Capacity to Make Change: All vending machines must have the capacity to make change and accept dollar bills, dollar and half dollar coins and have a currency changer up to \$5.00 denomination.
4. Internal Accounting System: All vending machines must be equipped with the state-of-the-art internal metering system that shows quantity dispensed and actual sales. School Board site representative reserves the right to jointly read and record meter readings at any time during this contract.
5. Awardee(s) Installing Equipment: Awardee(s) shall be responsible for the installation of equipment. SBBC will provide all electricity and plumbing required to make the machine operable. All equipment installers shall adhere to proper safety and all other applicable codes. (See General Condition 6.17, for licenses and permits)
6. Delivery of Machines: All vending machines shall be delivered and installed at the location sites as shown in **Attachment G** within 30 days of notification of award and approval of insurance.
7. Location of Machines: Vending machines may be located inside the dining room area and/or other designated areas of high school and center cafeterias as designated by the Food and Nutrition Services Department.
8. Repairing Machines: Awardee(s) shall be responsible for all repairs to vending machines. The response time for a request for service or repair shall not exceed 24 hours. Any vending machine that requires service/repair in excess of four times in any given thirty day period may be subject for replacement. The determination to have a vending machine replaced will be at the discretion of SBBC. Awardee(s) shall comply with request within five business days. Failure to comply with a request for replacement shall result in default of contract.

**CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS (Continued)**

III. PRODUCT SPECIFICATIONS AND SELLING PRICES

1. **IMPORTANT:** The District's goal is that student choices from drink and snack vending machines should more closely align with the recommendations of the Dietary Guidelines for Americans. (See Attachment I.) Good nutrition plays an essential role in health and development of students. It is requested that products with low-fat, low carbohydrates and baked products (not fried) be provided for all locations, and, be placed in all school cafeteria vending machines in order to give students a better choice in food selections.

2. **Canned/Bottled Drink Merchandise (Non-Carbonated):** (See **Approved Foods and Restrictions, Attachment C**) Juice Drinks, 100% Fruit Juice, Sport Drinks and Spring Water – 11 to 12 oz. individual aluminum pull-up top disposable cans or 16 - 20 oz. re-sealable plastic bottles. Detachable metal tabs are not acceptable. A minimum of eight flavors must be bid at least two or more flavors contain 100% juice and the remaining flavors must contain 10%, or greater juice.
Flavors: Assorted
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

3. **Snack Merchandise:** (See **Approved Foods and Restrictions, Attachment C**)
Assorted individual baked, low-fat chips and pretzels. No Fried Products – Each individually packaged and freshness sealed. Minimum weight of each package is .75 ounces.
Flavors: Potato chips, Corn Chips, Tortilla, Sun Chips, Nature's Own, Baked Chips, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Assorted low-fat cookies – Each individually packaged and freshness sealed. Each package must contain a minimum of 4 to 6 small cookies or 2 large cookies.
Flavors: Vanilla, Cinnamon Raisin, Chocolate Chip, Oatmeal Raisin, Coconut, Peanut Butter, Carrot Raisin, Apple, Cranberry or Fudge. New and improved products must be approved by Food and Nutrition Services before placement in the machines.
Selling Price: \$.50 to 1.00(not to exceed - unless approved by SBBC)

Bagged low-fat snacks. No Pastry Products - Each individually packaged and freshness sealed.
Flavors: Bite Size Graham Crackers, Multi-Grain Crackers, Gold Fish Crackers, Trail-Mix (no candy), Wheat Thins, Granola Bars, Sunflower Seeds, Peanuts, Nuts, Raisins, Carrot Bread, Banana Bread, Yogurt Bar, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Fresh Fruit and Vegetables – Delivered in a fresh and chilled condition. Individually packaged as appropriate.
Types: Apples, Oranges, Bananas, Pears, Carrot Sticks, Dole fruit bowls, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Bottled Milk - Served chilled in 10 – 20 oz. in re-sealable plastic bottles.
Flavors: Assorted - Whole, Chocolate, Skim, Shakes, etc.
Selling Price: \$.50 to 1.50 (not to exceed - unless approved by SBBC)

Packaged Yogurt – Served chilled in an individually sealed 8 oz. plastic container.
Flavors: Assorted - Low-Fat and Fruit Blend
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Ice Cream/Frozen Ice – Served Frozen and individually packaged.
Flavors: Assorted - Low-fat Ice Cream, Frozen Yogurt, Frozen Ice (contains fruit or real fruit juice), Sherbet, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS (Continued)

III. PRODUCT SPECIFICATIONS AND SELLING PRICES

4. Selling Price Increases: Selling price increase will not be allowed for the first year of the contract. Any requests for price increases, after anniversary award date, must be submitted in writing with proper justification for the increase and must be approved by the Director of Food and Nutrition Services Department. If selling increase approval is not granted, the awardee(s) is obligated to honor established selling prices throughout the term of the contract or until such time that increases are approved. Failure to notify Food and Nutrition Services Department of any increases may result in default of contract. Selling prices will be set as indicated in Condition 1.
5. Disposal of Packaging Materials: All wrappings, boxes, etc., which are necessary to dispense vended products into machines shall be removed by awardee(s) from the premises and not deposited in any trash facility within the premises.
6. Introduction of New Products: SBBC realizes that awardee(s) will introduce new and/or additional products, not specifically stated in this RFP, during the term of the contract, which SBBC may wish to purchase. SBBC reserves the right to purchase such products at the same commission rates offered by the awardee(s) and the terms, conditions and specifications described herein. Notification of any additional products must be communicated to the Purchasing Agent, Director of Food and Nutrition Services Department and the School Principal before placement in any vending machine. The selling price of the new and/or additional item(s) must be stated, in writing, along with the description of the item(s). Samples may be requested for evaluation purposes at no cost to SBBC. SBBC will indicate, in writing, to the awardee of its intended acceptance or rejection of the new and/or additional item(s) for this contract. SBBC reserves the right to reject any new and/or additional products offered by the proposer or to change the selling price of any new and/or additional products, if it is in their best interest to do so. Also, SBBC reserves the right to reject any product(s) currently being sold in their vending machines at any time, if it is in their best interest to do so.
7. Use of Contract: There is no guarantee of the number and types of machines that will be used during this contract at each school that is implied or given in this RFP. Food and Nutrition Services reserves the right to indicate to the awardee the number and type of machines that will be placed at each school. Food and Nutrition Services reserves the right to utilize any portion of this RFP, in whole or in part, at its discretion. Awardee agrees to this condition by signing the Required Response Form, Page 1 of the RFP.

BROWARD COUNTY SCHOOLS VENDING MACHINES

RFP DATA FOR SNACK AND DRINK VENDING				MILK	SNACK	DRINK
TOTAL GROSS REVENUE FOR 2003-2004 SCHOOL YEAR (Cafeteria only)				\$89,345.60	\$803,275.23	\$512,889.68
COMMISSION RATE				22%	32.5%	32.5%
TOTAL NUMBER OF MACHINES ON LOCATION (Cafeteria only)				19	70	56
SCHOOL NAME	# of SNACK MACHINES (CAFETERIA)	# of DRINK MACHINES (CAFETERIA)	# of MILK MACHINES (CAFETERIA)			
Boyd Anderson	3	2	1			
Coconut Creek	3	2	1			
Cooper City	3	2	1			
Coral Springs	2	2	0			
Dave Thomas Ed Ctr	0	1	0			
Deerfield Beach	2	2	1			
Dillard	3	3	1			
Ely, Blanche	3	2	0			
Flanagan	3	3	0			
Fort Lauderdale	4	2	1			
Hallandale	1	1	1			
Hollywood Hills	1	2	1			
McArthur	2	2	1			
Miramar	4	3	0			
Northeast	2	4	1			
Nova	5	2	0			
Piper	4	2	1			
Plantation	3	2	1			
Seagull Center	1	1	0			
South Plantation	2	2	1			
Stoneman Douglas	5	3	1			
Stoneman Douglas Annex	3	2	1			
Stranahan	2	2	1			
Taravella	2	2	1			
Western High	3	2	1			
Western High Annex	2	1	1			
Whidden Rogers	2	2	0			
TOTAL # OF MACHINES	70	56	19			

SALES ARE BASED ON THE SCHOOL CALANDER OF SEPTEMBER THROUGH JUNE
THIS DATA IS FOR INFORMATION ONLY AND DOES NOT GUARANTEE REVENUE

**CAFETERIA
VENDING SALES – 2003 - 2004**

School Name	Snacks	Juice	Milk
1741 Boyd Anderson High	41,423.81	16,971.28	3,200.25
1681 Coconut Creek High	46,290.92	41,421.19	5,111.90
1931 Cooper City High	26,515.02	20,094.68	4,057.39
1151 Coral Springs High	45,807.50	32,306.21	7,126.50
1711 Deerfield Beach High	19,277.47	5,697.67	3,532.65
0371 Dillard High	27,850.95	10,452.75	1,284.11
0361 Ely, Blanche High	10,311.48	3,939.30	0.00
3391 Flanagan High	41,935.80	20,944.97	5,377.30
0951 Ft. Lauderdale High	27,422.76	14,736.49	3,007.15
0403 Hallandale High	32,147.07	13,290.09	1,418.70
1661 Hollywood Hills High	37,572.19	13,685.60	5,690.35
0241 McArthur High	18,500.82	9,936.09	1,685.25
1751 Miramar High	25,380.88	36,373.03	0.00
1241 Northeast High	47,435.89	46,740.38	4,899.75
1281 Nova High	25,549.83	7,200.66	0.00
1451 Plantation High	23,946.90	8,259.03	5,154.75
0185 Pompano Beach High	17,447.36	12,890.89	0.00
0601 Seagull Center	5,718.10	6,542.95	0.00
2351 South Plantation High	16,425.40	7,549.68	647.20
3011 Stoneman Douglas	65,137.12	44,518.65	6,724.60
3012 Stoneman Annex	31,439.19	19,951.34	2,379.30
0211 Stranahan High	7,332.93	6,971.90	1,221.60
2751 Taravella High	27,671.48	12,503.63	9,642.75
0452 Whidden Rodgers	16,467.41	11,201.35	0.00
2831 Western High	25,310.30	11,308.82	4,660.30
1682 Dave Thomas Center	0.00	3,327.00	0.00
1901 Piper High	92,956.65	74,074.05	12,523.80
TOTALS	\$803,275.23	\$512,889.68	\$89,345.60

SCHOOLS WHICH DO NOT HAVE VENDING:

South Broward High
 Monarch High
 Cypress Bay High
 Cypress Bay Annex
 Everglades High
 Pompano Beach High



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DONNIE CARTER

Director of Supply Management & Logistics

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DR. FRANK TILL
Superintendent of Schools

DATE: October 1, 2004

TO: Prospective Proposers

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

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 25-115B, Furnish, Install, Stock and Maintain School Cafeteria
Vending Machines**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for Furnish, Install, Stock and Maintain School Cafeteria Vending Machines. 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, read carefully all portions of RFP document paying particular attention to the following areas:

- **NON-MANDATORY PROPOSERS' CONFERENCE**

A Proposers' Conference will be held on October 19, 2004 beginning at 9:00 a.m., in the Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, 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 3.0**. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 3.0.

- **DUE DATE**

Proposals are due in the Supply Management & Logistics Department on the date and time stated on the Required Response Form. In order to have your proposal considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any proposal not received on or before the date and time due.

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete Attachment K 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 & 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 25-115B

FURNISH, INSTALL, STOCK AND MAINTAIN SCHOOL CAFETERIA VENDING MACHINES



RFP Release Date: October 1, 2004

Proposers' Conference *: October 19, 2004

Written Questions Due: On or Before October 21, 2004
in Supply Management & Logistics Department

Proposals Due: On or Before 2:00 p.m. November 4, 2004
in Supply Management & Logistics Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management & 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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Attachment A

A1 - M/WBE Utilization Report

A2 - Employment Diversity Statistics

A3 - Attachment C - M/WBE Participation

Attachment B – Specifications and Requirements

Attachment C – Nutritional Guidelines and Restrictions

Attachment D – U.S. Department of Agriculture Certification of Debarment

Attachment E – School Board Policy 3.2 – Food and Beverage Services Available to Students

Attachment F – Reference Information

Attachment G – List of Schools and Centers to be serviced for Cafeteria machines

Attachment H – RFP Data for Drink and Snack Vending Machines for Cafeteria machines

Attachment I – Dietary Guidelines for Americans

Attachment J – Surety Bond

Attachment K – Statement of “No Response”

REQUEST FOR PROPOSALS (RFP) 25-115B
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: October 1, 2004

TITLE: **FURNISH, INSTALL, STOCK AND MAINTAIN SCHOOL CAFETERIA VENDING MACHINES**

This Proposal must be submitted to the **Supply Management & 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. November 4, 2004** and plainly marked **RFP 25-115B, Furnish, Install, Stock and Maintain School Cafeteria Vending Machines**. Proposals received after 2:00 p.m. on date due will not be considered.

One complete, original proposal (clearly marked as such) and 12 copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 25-115B), must be fully executed and returned on or before 2:00 p.m. on date due to the Supply Management & 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: _____ CONTACT FAX: _____
CONTACT 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

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 3.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals to furnish, install, stock and maintain drink and snack vending machines for school cafeterias as specified within this RFP. A full turn-key operation is required. Award of this RFP shall be to one primary vendor, who is the top ranked proposer, and to one alternate vendor who is the second top ranked proposer (see Section 4.2, Evaluation of Proposals). SBBC reserves the right to issue and award a separate RFP to furnish, install, stock and maintain vending machines located outside the cafeteria locations and around school campus sites if its in the best interest to the District.

It is Food and Nutrition Services Department's objective to obtain the best vending service and percentage commission rate that will be most advantageous to the department as well as provide a contract that will be most profitable to the awarded vendor(s). SBBC reserves the right to add additional school cafeteria sites to this contract, if it is in the best interest to do so, at the same percentage commission rate, conditions, specifications and pricing as awarded by this RFP. For all purposes in this agreement, the term "commission" shall refer to the amount of vending machine sales proceeds that shall be provided to Food and Nutrition Services' Department by the awardee(s).

The District's goal is that student choices from drink and snack vending machines will more closely align with the recommendations of the Dietary Guidelines for Americans. Cafeteria vending machines will be stocked with snack and beverage items aligned with the recommendations of the Dietary Guidelines for Americans (**See Attachment I**). Good nutrition plays an essential role in health and development of students. Numerous studies have proved a link between nutrition and academic performance as measured by test scores, attendance rates, tardiness and discipline. Effective school nutrition policies can help children learn to make healthy choices in their selection of foods. School milk vending and other dairy products are a healthful and profitable option. The primary reason why milk vending and other dairy products are added to this contract is to provide a nutritious vending choice for students and staff. "A recent national test demonstrated a demand for school milk vending, with an average weekly sales in test schools at 280 units with 68% of students purchasing milk. Students reported that they chose vended milk over soft drinks, fruit drinks and water. Vended milk was purchased in addition to, and not in place of, school lunch milk." ¹

In response to rising statistics and concerns regarding childhood obesity, school districts across the country are facing increasing challenges from parents and communities to sell more nutritious items in the school vending machines. Although vending machines administered by the Food and Nutrition Services Department contain relatively nutritious items, District guidelines will be established to ensure that cafeteria vending machines contain only approved food items. Once these guidelines are in place and approved by the Board, these guidelines shall be incorporated into this RFP as though written into this RFP.

To this end, the District retains the right to determine the nature of, and to make adjustments to, the drink and snack vending operations including product lines, pricing strategies and specifications during the term of the contract period. The District envisions that changing student choices will not necessarily result in major reductions to drink and snack vending revenues.

¹ Wisconsin Milk Marketing Board, 2004 – "Got Milk?" - <http://schoolfs.wisdairy.com/milkvending>

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **October 19, 2004** in the Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, 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.

In addition, a representative from SBBC Minority Women Business Enterprise (M/WBE) Department will be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles High, Purchasing Agent, Supply Management & Logistics Department, 754-321-0503** at the address listed in Section 5.1, **or email at charles.high@browardschools.com or via facsimile 754-321-0533.** Any questions which requires a response which amends the RFP document in any manner, will be answered via addendum by the Supply Management & Logistics Department to all proposers. No information given in any other matter shall be binding on the School Board.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management & Logistics Department, in writing, on or before **October 21, 2004. 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 **date of award and continuing through June 30, 2008.** The term of the contract may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Supply Management & 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. The successful awardee(s) agrees to this condition by signing its proposal.
- 2.5 **Submittal of Proposal:** Submit proposals in accordance with Section 3.0. 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 3.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 3.0 or that does not include any necessary information.

- 2.6 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 4.0.

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

2.7 Calendar:

October 1, 2004	Release of RFP 25-115B
October 19, 2004	Proposers' Conference
October 21, 2004	Written questions due in the Supply Management & Logistics Department
November 4, 2004	Proposals due on or before 2:00 p.m. in Supply Management & Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. *
November 16, 2004	Evaluation Committee reviews proposals and makes Recommendation for award. Meeting to be held at Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6705 at 9:00 a.m.. *
November 18, 2004	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 954-765-6187 or TDD 954-765-6188.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 3.1 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.
- 3.1.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- 3.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 3.1.3 **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.
- 3.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified. 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.
- 3.1.5 **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.** 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 Food and Nutrition Services Department
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Second Floor
Sunrise, Florida 33352

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)

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

3.2 **Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates 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 4.0 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 4.0) 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.

3.2.1 **Proposer's Qualifications – (Maximum 25 allowable points)**

3.2.1.1 **Executive Summary** – Submit a brief abstract stating the proposer's understanding of the nature and scope of services to be provided and capability to comply with all terms and conditions of the RFP.

3.2.1.2 **Organizational Profile** - Submit complete and accurate responses for each of the following:

3.2.1.2.1 Proposer must provide a statement indicating that their firm has provided drink and snack vending services for a period of **not less than five years**. A copy of proposer's current occupational license must be submitted with proposal.

3.2.1.2.2 State under what other or former name(s) the proposer is currently operating under or has operated under.

3.2.1.2.3 Provide the names, titles and resume of administrative employees at the office that will be available to assist in providing services to SBBC during the term of this contract. Indicate the level of expertise of each of the staff, as well as the total combined years of experience in providing these services. State the total amount of employees employed by your company. An organizational chart must be provided on national, regional and district level, where applicable. Describe in detail how proposer will service the equipment including the number of personnel required, hours of service, specific responsibilities of service people and storage space requirement.

3.2.1.2.4 Proposer must indicate the resources that are available by your company in order to accomplish a successful drink and snack vending program for the District and be able to provide assurance of product integrity due to the perishable nature of these products. **Proposer must indicate, in detail, their customer satisfaction guarantee.**

3.2.1.2.5 Proposer must provide references including name, business and service address, contact person(s), telephone number(s), number of sites, number of machines, services performed and how long account has been active for your five largest clients for which similar work has been performed. Preferably Florida educational (K-12) or governmental agencies or related engagements that proposer is currently engaged or has completed with in the past two years. This information must be completed on Reference Information (**See Attachment "F"**) and submitted with proposer's response.

3.2.1.2.6 Proposer must fully state any sub-contractor's name, address, phone, fax number that will be used during this contract. **Proposer (Awardee) takes full and financial responsibility of their actions during the term of this contract.**

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

3.2 Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates and M/WBE Participation) (Continued):

3.2.1 Proposer's Qualifications (Continued)

3.2.1.2 Organizational Profile (Continued)

- 3.2.1.2.7 Proposer must provide a detailed statement how drink and snack vending machines are maintained and serviced by the proposer. Proposer must provide their menu rotation and how it will be implemented. This statement must also describe how often the machines are maintained and serviced and the type of inspections performed. Proposer must also provide a detailed statement how emergencies (normal and after hours) are handled in case of machine failure.
- 3.2.1.2.8 Proposer must provide a detailed statement indicating proposer has the following resources in order to provide drink and snack vending services:
- Truck shall be required to be equipped with all necessary parts and tools needed to repair drink and snack vending machines. Parts and tools needed should include computer boards, Triac boards, voltage meters, motors, coin mechanism and bill validator.
 - Proposer must provide a professional drink and snack service technician to be on call between the hours of 7:00 a.m. and 4:00 p.m. each school day for all school locations indicated in **Attachment "G"**.
 - Describe the types of records, reports, monitoring systems and information management systems your firm uses in the management of drink and snack vending machine service. Provide examples of each report used.
- 3.2.1.2.9 Proposer must describe, in detail, how monies (commissions) are collected, reported and audited (accounting practices). Do you use a management type of auditing system that collects the commissions for accuracy collected from your machines? Sample reports must be provided with proposal.
- 3.2.1.2.10 Has your company issued commission checks that were returned for non-sufficient funds based on your company's history? Have these checks been issued on any SBBC agreements or contracts?
- 3.2.1.2.11 Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five 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.
- 3.2.1.2.12 Proposer must provide a statement that neither their firm 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. A copy of Form AD-1048 (1/92), U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion is included as part of this RFP. This form must be filled out and submitted with your proposal. **(See General Condition 6.22 and Attachment "D" for further information.) Failure to submit this form with your proposal shall disqualify entire proposal.**

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

3.2 Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates and M/WBE Participation) (Continued):

3.2.2 **Scope of Services Provided – (Maximum 25 allowable points):** Clearly describe how the proposer can accomplish each of the following Scope of Services provided below.

3.2.2.1 Proposer must agree to all specifications indicated in **Attachments “B” and “C”**.

3.2.2.2 Awardee(s) must provide a complete turnkey operation for all designated site locations. Proposer must provide a transition plan with proposal that will indicate how and when machines will be installed and ready for operation.

3.2.2.3 Awardee(s) must furnish, install, stock and maintain their drink and snack vending machines supplied for each SBBC location and additional locations. (**See Attachment “G”**)

3.2.2.4 Proposer must state the manufacturer(s) and model number(s) of drink and snack vending machines that will be supplied by the proposer for this RFP. There must be a minimum of seven selections for drinks and minimum of 40 selections for snacks. Proposer must state how many year(s) the drink and snack vending machines have been in service. Proposer must also provide manufacturer's specification sheets and descriptive literature for each type of drink and snack vending machine offered for this RFP. Specification sheets and descriptive literature must be submitted with the proposal. (**See Attachment “B” for further information**)

3.2.2.5 Awardee(s) shall be responsible for the maintenance, repair and/or replacement of all drink and snack vending machines. Machines that are vandalized must be repaired or replaced by the awardee(s). **SBBC shall not be liable for any damage to any equipment furnished by the awardee(s). Proposer agrees to this condition by signing the Required Response Form.** (See Page 1).

3.2.2.6 Cafeteria Located Machines: Awardee(s) must collect all machine revenues, keep accurate records, inventory controls and records of all cafeteria vending machine services covered by this RFP. **Cafeteria machine revenues and records shall be kept separate from campus located machines and SHALL NOT be co-mingled.** Awardee(s) must submit to SBBC, Food and Nutrition Services Department, 7720 W. Oakland Park Blvd., 2nd Floor, Sunrise, Florida 33351, a monthly report of gross receipts clearly indicating the revenue derived from each machine by no later than the 10th of each month covering all operations of the previous month. (**See Attachment B, Part I, Section 6**) Check(s) returned for non-sufficient funds shall result in default of contract. Awarded vendor(s) shall reimburse SBBC any bank fees (charges) due to bounced check(s).

3.2.2.7 Awardee(s) must prepare a form or report detailing all drink and snack sold at each specific machine location. Form or report shall include, as a minimum, number of units sold, total gross sales, specific numbers of each item sold and lastly a report outlining all down time due to machine failure. **This data is required each month along with the commission check.**

3.2.2.8 Prices for all products sold for cafeteria vending machines will be negotiated by the Director of Food and Nutrition Services Department and the awarded vendor.

3.2.2.9 Tax and Commission Payments: Sales, rental, machine and any other applicable taxes are the responsibility of the awardee(s) and shall be paid directly by the awardee(s). It is the responsibility of the awardee(s) to properly and timely file all tax and commission payments. Rent tax shall not be deducted from commissions received by Food and Nutrition Services Department.

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

3.2 Evaluation Criteria – (Proposer Qualifications, Scope of Services, Commission Rates and M/WBE Participation) (Continued):

3.2.2 Scope of Services (Continued)

3.2.2.10 Licenses and Permits: Awardee(s) shall agree to all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or processing any and all permits and licenses that may be required. All costs of permits and licenses shall be borne by the awardee(s).

3.2.2.11 Surety Bond: Awarded vendor shall provide a Surety Bond in the amount of \$10,000 per location or in one total amount is required. Failure to provide a Surety Bond, within 15 working days of award notification or of notification of an additional location, will result in contract being canceled and awarded vendor being found in default of contract.

All policies shall be issued by companies licensed to do business in the State of Florida. All policies shall be endorsed to be primary of all other valid and collectible coverage's maintained by SBBC. All policies shall be written on an occurrence basis.

3.2.2.12 Awardee(s) must have all cafeteria food items approved by Food and Nutrition Services prior to being offered in the vending machines.

3.2.2.13 Proposer shall provide a complete list of drink and snack products for all cafeteria vending machines. List of drink and snack vending products must be in compliance with **Attachment C** and RFP Specifications. Ingredients and nutritional information are required to be provided with your proposal for your **top ten selling brands**. Only national brands, top selling products or approved equivalent(s) must be sold in each vending machine. Awardee(s) shall not deviate from the attached guidelines. Deviation from these guidelines will result in default of contract. Samples may be requested from the proposer in order to complete the evaluation of the RFP. Failure to deliver samples, as requested, will result in disqualification of proposal.

3.2.3 Commission Rate: (Maximum 35 allowable points):

Proposer shall offer the **HIGHEST, SINGLE FIXED (ACROSS-THE-BOARD) PERCENTAGE COMMISSION RATE** of gross sales to be paid as a commission, rental and sales tax included (see Section 3.2.3.1). Proposer offering a range of percentages shall have their proposal disqualified. Proposer's commission rate is to be shown as a percentage figure. If a decimal is not inserted into the percentage figure by the proposer, then the figure will be considered as a whole number. Proposer may elect to insert a decimal into its percentage figure, if proposer desires to do so. For example, percentage figure may be stated as either 24% or 24.1%. (See **Attachment H** for RFP data for vending machines.)

Distribution of commission rate points will be calculated as a percentage of the difference in total commission offered as compared to the highest total commission rate proposed. For example, if **Proposer A** submits a total percentage commission rate of 40% and **Proposer B** submits a total percentage commission rate of 36% and **Proposer C** submits a total percentage commission rate of 33%, **Proposer A** would receive 35 of the total points allowed for the commission rate criteria since this is the highest total commission rate offered, **Proposer B** would receive 31.5 points $[(36\%/40\%) \times 35]$, **Proposer C** would receive 28.9 points $[(33\%/40\%) \times 35]$.

3.2.3.1 Single, fixed percentage offered for cafeteria vending machines **both drink and snacks** _____%. The highest single fixed (across-the-board) percentage commission rate shall be the basis of determining the proposer with the maximum commission rate points.

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

3.2.4 M/WBE Participation: (Maximum 15 allowable points)

SBBC has a Minority/Women Business Enterprise (M/WBE) program. A 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.

3.2.4.1 M/WBE Information:		Maximum Points
3.2.4.1.1	<p>Is your firm a certified (Minority/Women Business Enterprise) M/WBE firm by SBBC or is your firm a certified M/WBE firm by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time?</p> <p>If yes, provide certification number: _____</p> <p>If no, identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3, M/WBE Participation).</p> <p>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).</p> <p>Note: Provide SBBC certification number for all M/WBE firm or firms identified who will be working with you on this engagement. If the M/WBE firm or firms are not SBBC certified M/WBE's, provide a copy of the M/WBE firm or firms certification with any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified; however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement.</p>	7
	Proposer shall provide the staff diversity information by completing and submitting Attachment A2 , Employment Diversity Statistics.	3
	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.	5
	TOTAL POINTS	15
3.2.4.1.2	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.	
3.2.4.1.3	Awardee must provide the M/WBE office a 30-day written notice for substitution of an M/WBE vendor.	

4.0 EVALUATION OF PROPOSALS

- 4.1 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	25
b. Scope of Services Provided	25
c. Commission Rate	35
d. Minority/Women Business Participation	15
TOTAL	100

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

- 4.2 In order to meet the needs of the School District and in the best interest of the School Board and based upon the results of Section 4.1 - Evaluation of Proposals, the Evaluation Committee will recommend award be made to the top ranked proposer, who will be considered the primary vendor, and to the second top ranked proposer, who will be considered the alternate vendor. In the event that the primary vendor defaults then alternate vendor be used.
- 4.3 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.
- 4.4 The Committee, SBBC, or both reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted.

5.0 SPECIAL CONDITIONS

- 5.1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m., November 4, 2004** at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 25-115B – Furnish, Install, Stock and Maintain School Cafeteria Vending Machines

- 5.2 Proposer shall submit one original proposal with an original manual signature. **Proposer should also submit 12 additional copies of proposal.** The proposal containing the original manual signature should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposer's firm name clearly marked on the exterior of package.
- 5.3 **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 commission payments for products sold. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 5.4 **AGREEMENT:** This RFP and corresponding award shall constitute the complete agreement between SBBC and the awardee(s). SBBC will not accept any supplementary agreement submitted with the proposal or any terms and conditions that are different than those contained in this RFP. Proposals received with supplementary agreement(s) or received with terms and conditions that are different than those contained in this RFP may result in either reduced points (See Section 4.1) by the Evaluation Committee or disqualification of entire proposal.
- 5.5 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, commissions, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the awardee(s).

6.0 GENERAL CONDITIONS

- 6.1 **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.
- 6.2 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 6.3 **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.
- 6.4 **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.
- 6.5 **NONCOMPLIANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. A letter of non-compliance to contract conditions will be sent from the purchasing agent to the awardee(s) stating the corrective action that will need to be taken by the awardee(s). Should the awardee(s) fail to correct their deficiencies within the requirements of the letter, then a recommendation will be made to the School Board finding the awardee(s) in default of their contract. If, during the contract period, that the awarded vendor receives a third non-compliance letter, a recommendation will be made to the School Board to find the awarded vendor in default of their contract, regardless, if the deficiencies are corrected. The only exception to this condition will be if the specification states an automatic default of contract. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any violation of these stipulations may also result in:
- 6.5.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 6.5.2 All SBBC locations being advised not to do business with vendor.
- 6.6 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 6.7 **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.
- 6.8 **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.
- 6.9 **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.
- 6.10 **EXPENDITURE AND USE OF CONTRACT:** 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.
- 6.11 **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.
- 6.12 **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.
- 6.13 **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.

6.0 GENERAL CONDITIONS (Continued)

- 6.14 **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.
- 6.15 **ANTI-DISCRIMINATION:** The Vendor 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.
- 6.16 **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.
- 6.17 **RFP ABSTRACTS:** Proposers desiring a copy of RFP tabulation may request same by enclosing a self-addressed, stamped envelope with proposal.
- 6.18 **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.
- 6.19 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
- 6.20 **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD-1048 (1/92) is included as a part of these bid documents (Attachment D). Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions; for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be **completed, signed** and submitted with the bid or upon request in order for the submitted bid to be considered. Every time a bid is submitted that includes reference to this Form, a new Form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. **A signature is required on BOTH the Form AND the Invitation to Bid page.** A signature on one document can not be substituted for the signature required on the other document. Failure to complete and sign both documents requiring signature will result in rejection of bid submitted.

6.0 GENERAL CONDITIONS (Continued)

- 6.21 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. SBBC's M/WBE program has an overall minority/women participation goal of 22%. 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 location certified M/WBE, contact the School Board's M/WBE Office at 754-321-2290.

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.

- 6.22 **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. 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.

6.0 GENERAL CONDITIONS (Continued)

- 6.23 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department on **NOVEMBER 18, 2004 at 3:00 p.m.**, 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 & 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 & 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. 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 protect**, 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 Purchasing, 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.**
- 6.24 **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.
- 6.25 **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 & Logistics Department.
- 6.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, the Superintendent shall give written notice to the proposer 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 30 days prior written notice to the other party.
- 6.27 **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.

6.0 GENERAL CONDITIONS (Continued)

6.28 INDEMNIFICATION:

- 6.28.1 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.
- 6.28.2 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.

- 6.29 **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC.

Each individual for whom a SBBC photo identification badge is requested will be required to fill out forms, show his/her driver's license and social security card, and be fingerprinted. A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. Effective immediately, the current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$75.00. Money Order is made payable to The School Board of Broward County, Florida. Company or personal checks, or credit card payments **are not** acceptable. **These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**

- 6.30 **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 including Products Liability.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance. **Include the RFP Number on the Certificate.**

- 6.30.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 6.30.2 Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- 6.30.3 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.
- 6.30.4 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 & Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured. Any questions as to the intent or meaning of the above required coverages must be submitted in writing.

6.0 GENERAL CONDITIONS (Continued)

- 6.31 **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 Purchasing, unless so notified by the Supply Management & 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.
- 6.32 **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.
- 6.33 **LOBBYIST ACTIVITIES:** 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.
- 6.33.1 For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, 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.
- 6.33.2 For purposes of this Policy, 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.
- 6.33.3 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.
- 6.33.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- 6.33.5 Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- 6.33.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 6.34 **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.
- 6.35 **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.
- 6.36 **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.
- 6.37 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.
- 6.38 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT** **on or before 2:00 p.m.** on the date due.
- 6.39 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.
- 6.40 No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
- 6.41 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

6.0 GENERAL CONDITIONS (Continued)

6.42 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 6.42.1 **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.
- 6.42.2 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.
- 6.42.3 **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:
- 6.42.3.1 The proposal is time-stamped at the Supply Management & Logistics Department after the deadline specified in the RFP.
 - 6.42.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.4 (see Section 1.0).
 - 6.42.3.3 Failure to respond to all subsections within the RFP.
 - 6.42.3.4 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.
 - 6.42.3.5 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.
 - 6.42.3.6 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.

6.43 "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".

- 6.44 **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**
-

**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: 25-115B RFP Title: Furnish, Install, Stock and Maintain School Cafeteria Vending Machines					

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

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.

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.:			
Firm Name: Contact Person: Address: Telephone No.: Facsimile No.: M/WBE Certification No.:			
Firm Name: Contact Person: Address: Telephone No.: Facsimile No.: M/WBE Certification No.:			

ATTACHMENT B

Specifications and Requirements

Cafeteria Vending Machines

**CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS**

I. GENERAL SPECIFICATIONS

1. Awardee(s) shall FURNISH, INSTALL, STOCK AND MAINTAIN all specified vending machines. A full turn-key operation is required. All costs for the vending machine, delivery, set-up, service, maintenance, repair, replacement and removal of machines are to be borne by the awardee(s). Awardee(s) must coordinate installation of machines/equipment with Food and Nutrition Services Department (754-321-0226) before the start of the contract. Awardee(s) shall be responsible for the maintenance and repair and/or replacement of machines in the event of malfunction or vandalism. Awardee(s) shall keep all vending machines in proper mechanical and electrical working order and in a clean, attractive and sanitary condition at all times. **SBBC shall not be liable for any damage (theft, fire, accident, power interruptions, outages or vandalism) to any equipment or products furnished by the awardee(s).** Proposer agrees to this condition by signing the Required Response Form (Page 1 of RFP).
2. School Board Policy 3.2 – Food and Beverage Services Available to Students is incorporated into these specifications. This policy may be amended or revised during the term of this contract. It is the responsibility of the Proposer to understand this policy before submitting their proposal.
3. Stocking of Machines: Stocking of machines up to five days per week, as sales warrant (stocking of no less than twice per week) is required. Regular product rotation is essential. **Absolutely no expired products shall be allowed.** Serving expired products will result in default of contract. Food and Nutrition Services Department will be monitoring this process throughout the contract period.
4. Hours of Operation: All high schools and centers follow the regular school calendar. Most high schools and centers are in session from 7:00 a.m. to 3:00 p.m. In most cases vending machines will only be operated during student lunch period(s) which is approximately from 10:30 a.m. to 1:30 p.m. It is requested that service of the machines be performed before or after lunch periods. (See Attachment E.)
5. Maintenance of Equipment: All equipment shall remain the property of the awardee(s). All equipment and equipment installation shall adhere to proper safety codes and all other applicable Federal and State codes. SBBC will provide electrical hook-ups. The cost of electrical hook-ups will be shared by the awarded vendor(s) and SBBC. Failure of the awardee(s) to follow all proper safety codes and all other applicable Federal and State codes will result in default of contract.
6. Accounting: Awardee(s) must collect all machine revenues; keep accurate accounting records, inventory controls and records of all vending services covered by this RFP. All vending machines provided to SBBC locations shall be equipped with meter/counters to record all sales.

Awardee(s) shall submit to SBBC a monthly report of gross receipts clearly indicating the revenue derived from each machine, in a manner approved by SBBC, **no later than the 10th of each month** covering all operations of the previous month and shall pay, at that time, commission is due. Monthly statements shall include, as a minimum, item sold per machine, average sales price, time period covered, gross sales, total commission per item and total dollar of commissions. **Monthly commission checks are to be issued to: The School Board of Broward County, Florida and submitted to School Food Service Accounting Department, 7720 W. Oakland Park Boulevard, 2nd Floor, Sunrise, Florida 33351-6704.** A consolidated check for all schools can be sent along as there is a detailed report by location sent with each check. **Those awardee(s) who are habitually late, deliver payment past the 10th of each month or have a check returned for non-sufficient funds, will be considered in default of their contract. Defaulted vendor will also be responsible for reimbursing SBBC for non-sufficient funds (NSF) and bank administrative charges for collection.**
7. Auditing: SBBC reserves the right to audit the awardee(s) records, files, statements, etc. as often as deemed necessary by SBBC. All records shall be kept separate by cafeteria location locations for a period of five years from the date the record is made. (See Special Condition 5.5)

**CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS**

I. GENERAL SPECIFICATIONS (Continued)

8. **Subcontracting: SUB-CONTRACTING WILL BE ALLOWED AND APPROVED ONLY BY THE FOOD AND NUTRITION SERVICES DEPARTMENT.** It is the responsibility of the awarded vendor(s) to inform the Food and Nutrition Services Department of any subcontracted vendor, **prior** to being used during this contract. Any change in the use of a subcontracted vendor must be approved by Food and Nutrition Services Department before implementation. Failure of the awardee to provide this information to Food and Nutrition Services Department shall result in default of contract. The awarded vendor(s) take **FULL responsibility** for their sub-contractor's actions and performance during this contract. It is also the responsibility of the awarded vendor to make sure all sub-contracted staff, who will be entering School Board property, have met the requirements of Section 6.29, SBBC Photo Identification Badge. Should the sub-contracted vendor default on this contract, the awarded vendor(s) shall be found in default as well. It is the responsibility of the awardee(s) to maintain control of their and subcontracted vendor's machines at all times. All machines shall be stocked by the awarded vending company's staff. All machines shall be serviced by the vending company or sub-contracting company's staff.
9. **Awardee's Staff:** Awardee(s) shall be responsible for hiring personnel to install, stock and maintain equipment. This hiring shall conform to all requirements of the Federal, State and local laws including, but not limited to laws relating to minimum wages, social security, Civil Rights Act of 1964, unemployment compensation, worker's compensation and health department. It is the responsibility of the awardee(s) to make sure all staff, who will be entering on School Board property, have met the requirements of Section 6.29, SBBC Photo Identification Badge.
10. **Refunds:** Awardee(s) shall give \$20.00 in coins with a designee at the SBBC location for refunds to customers in the event of machine malfunction. The refund fund must be replenished on an "as needed basis" upon signed receipt of monies disbursed. Any remaining monies from the fund will be returned to the awardee(s) upon completion of the contract.
11. **Pest Control:** Awardee(s) shall be responsible for vermin and pest control measures associated with its equipment.
12. **Approved Products:** Awardee(s) must stock all installed machine(s) with products that are approved by this RFP and the Food and Nutrition Services Department. Food and Nutrition Services must approve all products before products are offered in each machine. Food and Nutrition Services reserves the right to reject any product being sold in any machine. Each Food and Nutrition Services manager will be auditing machines from time to time to make sure the required products are sold in each machine. **Failure to provide the required products, as required by this RFP, will result in default of contract. See Attachment C for prohibited products sold in machines.**
13. **Codes and Licenses:** Awardee(s) shall agree to all applicable Federal, State, County and city laws and regulations and will be responsible for obtaining and/or processing any and all permits and licenses that may be required. All costs of permits and licenses shall be borne by the awardee(s).
14. **Distance of Schools:** It shall be the responsibility of the awardee(s) to be aware as to the number and distance between locations of the Broward County high schools and centers. This is of vital importance to assure required scheduled deliveries are made in a timely manner.
15. **Taxes:** Sales, rental, machine and any other applicable taxes are the responsibility of the awardee(s) and shall be paid by the awardee(s). Rent Tax shall be paid by the awardee(s) directly to the State of Florida. Rent tax shall not be deducted from commissions received by Food and Nutrition Services Department.
16. **Evaluation of Awardee(s):** Food and Nutrition Services Department has an evaluation process by which the department evaluate both food quality and vendor service. Continual monitoring of the awardee(s) is done by the Food and Nutrition Services Department as part of its quality control program. The following are items weighted heavily in evaluating the awardee's performance: vending machines are adequately stocked at all times with approved food items, minimal equipment down time, accuracy of commissions paid, accuracy of reports to substantiate commissions paid and product rotation to avoid outdated products.

**CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS (Continued)**

I. GENERAL SPECIFICATIONS (Continued)

17. Installation of Machines: Food and Nutrition Services' representative and awardee shall jointly read and record meter readings upon installation of each existing machine. No machine is to be put into service until the meter readings are performed. Both parties must receive a copy of the record of meter readings taken. Each cumulative meter on each machine shall be read on approximately the same date every month. The Food and Nutrition Services's representative will be allowed to observe and record the meter reading taken. The machine's meter reading must show gross sales in dollars. If a machine is replaced, then both the Food and Nutrition Services' representative and the awardee shall make and record a meter reading before it is removed from site. Food and Nutrition Services' representative and awardee shall jointly read and record meter readings upon installation of each new machine.
18. Notification of Malfunction of Machines: The cafeteria manager at the site location shall notify the awardee(s) promptly of any failure of the machines to function properly and/or any other matters affecting the proper operation of the equipment. Awardee(s) must provide repair service within 24 hours for all vending machines at each school location. **A decal with the name and telephone number of service personnel must be affixed in a conspicuous place on the vending equipment.**
19. SBBC ID Badge: Awardee(s) must have all drivers delivering on School Board properly wear, at all times, a SBBC Photo Identification Badge. Failure to wear the Photo I.D. Badge will result in refusal to enter on School Board property. **(See General Condition 6.31 for further information)**
20. Negotiation: SBBC reserves the right to negotiate with the awardee(s) the selling price of all items sold in the vending machines. All price increases must be approved by Food and Nutritional Services Department before increase can be applied to the products. All price decreases must be offered to the District as well.

II. EQUIPMENT SPECIFICATIONS AND DESCRIPTIVE LITERATURE

1. Required Equipment: The following is a list of equipment needs, anticipated at the schools, which must be provided as a result of award of this RFP. Actual quantities of machines installed will be determined by the Food and Nutrition Services Department. Food and Nutrition Services Department may request that machines be added or removed at any time during the contract period. Awardee(s) must remove any existing vending machine(s) within five business days of request. Failure to move machines within this time period will result in storage costs, to be determined by Food and Nutrition Services Department and default of contract. The specifications listed below are guidelines in determining the correct machine placement. Machines must meet the minimum guidelines of these machines. It is required that Proposers offer the **newest and recent design of vending machine**, energy efficient machines, electronic data collection and accounting and smart card technology capability. Awardee(s) who use the smart card technology must assist in the development of and training of the smart card technology program with the cafeteria manager, school and school principal. All vending machines shall be equipped so as to provide thermal overload protection. All Vending Machines must be DEX compatible. DEX is an electrical interface used to connect vending machines to external computer/hand held devices. This standardized protocol allows the external device to capture full transaction records by means of a quick 'plug-in' at service time. In simple terms, DEX is the vending machine's equivalent of an airplane's 'black box'. All machines must be U.L. or ETL listed, where such has been established. In addition, all machines shall be equipped with all necessary safety devices shall be maintained in operating conditions at all times. Also, SBBC reserves the right to install energy saving devices on machines within the District. **Soft drinks or carbonated beverages, candy and chewing gum are PROHIBITED from being sold in any cafeteria machine on this RFP. (See Attachment C for further nutritional guidelines)**

Requirements for Cold Juice Vending Machines

Dixie Narco, Crane/National, Vendtronics, or approved equivalent. Cold beverage machines must be capable of dispensing at least eight or more flavors and varieties, hold 400 – 500 cans/bottles and maintain product at a temperature of 34 degrees Fahrenheit. Electronic coin changer and bill validator must be the latest design and current in use. All bill validators must be tamper proof. CFC refrigerant free. UL or ETL approved.

**CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS (Continued)**

II. EQUIPMENT SPECIFICATIONS AND DESCRIPTIVE LITERATURE (Continued)

1. Required Equipment (Continued):

Requirements for Cold Milk Vending Machines/Dairy Products

Dixie Narco, Crane/National, Vendtronics, or approved equivalent. Cold milk and other dairy product machines must be capable of dispensing at least 45 selection facings. Handle 10-20 oz. re-sealable PET bottle capacity. Holds 360 to 405 bottles and maintains product at a temperature of 34 degrees Fahrenheit. Electronic coin changer and bill validator must be the latest design and current in use. All bill validators must be tamper proof. CFC refrigerant free. UL or ETL approved.

Requirements for Snacks or Frozen/Refrigerated Foods

Dixie Narco, Crane/National, Vendtronics, or approved equivalent. Snack machines must be capable of dispensing at least 40 selection facings. Machine must be face front, rotational, or a combination. For cold vending machines, product needs to be maintained at a temperature of 34 degrees Fahrenheit. For frozen vending machines product needs to be maintained at a temperature range of 5 - 32 degrees Fahrenheit. Electronic coin changer and bill validator must be the latest design and current in use. All bill validators must be tamper proof. Machine must not show a specific brand as an outside display. CFC refrigerant free. UL or ETL approved.

2. Condition of Machines: Awardee(s) shall furnish the newest most recent design of vending machines and data collection in new or like new condition. Machine must be front loading. Any machine that requires service/repair in excess of four times in any given 30 day period shall be subject for replacement. The determination to have a machine replaced will be at the discretion of SBBC. Awardee(s) shall comply with request(s) for replacement within five business days. Failure to comply with this request shall result in default of contract.
3. Capacity to Make Change: All vending machines must have the capacity to make change and accept dollar bills, dollar and half dollar coins and have a currency changer up to \$5.00 denomination.
4. Internal Accounting System: All vending machines must be equipped with the state-of-the-art internal metering system that shows quantity dispensed and actual sales. School Board site representative reserves the right to jointly read and record meter readings at any time during this contract.
5. Awardee(s) Installing Equipment: Awardee(s) shall be responsible for the installation of equipment. SBBC will provide all electricity and plumbing required to make the machine operatorable. All equipment installers shall adhere to proper safety and all other applicable codes. (See General Condition 6.17, for licenses and permits)
6. Delivery of Machines: All vending machines shall be delivered and installed at the location sites as shown in **Attachment G** within 30 days of notification of award and approval of insurance.
7. Location of Machines: Vending machines may be located inside the dining room area and/or other designated areas of high school and center cafeterias as designated by the Food and Nutrition Services Department.
8. Repairing Machines: Awardee(s) shall be responsible for all repairs to vending machines. The response time for a request for service or repair shall not exceed 24 hours. Any vending machine that requires service/repair in excess of four times in any given thirty day period may be subject for replacement. The determination to have a vending machine replaced will be at the discretion of SBBC. Awardee(s) shall comply with request within five business days. Failure to comply with a request for replacement shall result in default of contract.

**CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS (Continued)**

III. PRODUCT SPECIFICATIONS AND SELLING PRICES

1. **IMPORTANT:** The District's goal is that student choices from drink and snack vending machines should more closely align with the recommendations of the Dietary Guidelines for Americans. (See Attachment I.) Good nutrition plays an essential role in health and development of students. It is requested that products with low-fat, low carbohydrates and baked products (not fried) be provided for all locations, and, be placed in all school cafeteria vending machines in order to give students a better choice in food selections.

2. **Canned/Bottled Drink Merchandise (Non-Carbonated):** (See **Approved Foods and Restrictions, Attachment C**) Juice Drinks, 100% Fruit Juice, Sport Drinks and Spring Water – 11 to 12 oz. individual aluminum pull-up top disposable cans or 16 - 20 oz. re-sealable plastic bottles. Detachable metal tabs are not acceptable. A minimum of eight flavors must be bid at least two or more flavors contain 100% juice and the remaining flavors must contain 10%, or greater juice.
Flavors: Assorted
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

3. **Snack Merchandise:** (See **Approved Foods and Restrictions, Attachment C**)
Assorted individual baked, low-fat chips and pretzels. No Fried Products – Each individually packaged and freshness sealed. Minimum weight of each package is .75 ounces.
Flavors: Potato chips, Corn Chips, Tortilla, Sun Chips, Nature's Own, Baked Chips, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Assorted low-fat cookies – Each individually packaged and freshness sealed. Each package must contain a minimum of 4 to 6 small cookies or 2 large cookies.
Flavors: Vanilla, Cinnamon Raisin, Chocolate Chip, Oatmeal Raisin, Coconut, Peanut Butter, Carrot Raisin, Apple, Cranberry or Fudge. New and improved products must be approved by Food and Nutrition Services before placement in the machines.
Selling Price: \$.50 to 1.00(not to exceed - unless approved by SBBC)

Bagged low-fat snacks. No Pastry Products - Each individually packaged and freshness sealed.
Flavors: Bite Size Graham Crackers, Multi-Grain Crackers, Gold Fish Crackers, Trail-Mix (no candy), Wheat Thins, Granola Bars, Sunflower Seeds, Peanuts, Nuts, Raisins, Carrot Bread, Banana Bread, Yogurt Bar, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Fresh Fruit and Vegetables – Delivered in a fresh and chilled condition. Individually packaged as appropriate.
Types: Apples, Oranges, Bananas, Pears, Carrot Sticks, Dole fruit bowls, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Bottled Milk - Served chilled in 16 – 20 oz. in re-sealable plastic bottles.
Flavors: Assorted - Whole, Chocolate, Skim, Shakes, etc.
Selling Price: \$.50 to 1.50 (not to exceed - unless approved by SBBC)

Packaged Yogurt – Served chilled in an individually sealed 8 oz. plastic container.
Flavors: Assorted - Low-Fat and Fruit Blend
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

Ice Cream/Frozen Ice – Served Frozen and individually packaged.
Flavors: Assorted - Low-fat Ice Cream, Frozen Yogurt, Frozen Ice (contains fruit or real fruit juice), Sherbet, etc.
Selling Price: \$.50 to 1.00 (not to exceed - unless approved by SBBC)

CAFETERIA VENDING MACHINES
SPECIFICATIONS AND REQUIREMENTS (Continued)

III. PRODUCT SPECIFICATIONS AND SELLING PRICES

4. Selling Price Increases: Selling price increase will not be allowed for the first year of the contract. Any requests for price increases, after anniversary award date, must be submitted in writing with proper justification for the increase and must be approved by the Director of Food and Nutrition Services Department. If selling increase approval is not granted, the awardee(s) is obligated to honor established selling prices throughout the term of the contract or until such time that increases are approved. Failure to notify Food and Nutrition Services Department of any increases may result in default of contract. Selling prices will be set as indicated in Condition 1.
5. Disposal of Packaging Materials: All wrappings, boxes, etc., which are necessary to dispense vended products into machines shall be removed by awardee(s) from the premises and not deposited in any trash facility within the premises.
6. Introduction of New Products: SBBC realizes that awardee(s) will introduce new and/or additional products, not specifically stated in this RFP, during the term of the contract, which SBBC may wish to purchase. SBBC reserves the right to purchase such products at the same commission rates offered by the awardee(s) and the terms, conditions and specifications described herein. Notification of any additional products must be communicated to the Purchasing Agent, Director of Food and Nutrition Services Department and the School Principal before placement in any vending machine. The selling price of the new and/or additional item(s) must be stated, in writing, along with the description of the item(s). Samples may be requested for evaluation purposes at no cost to SBBC. SBBC will indicate, in writing, to the awardee of its intended acceptance or rejection of the new and/or additional item(s) for this contract. SBBC reserves the right to reject any new and/or additional products offered by the proposer or to change the selling price of any new and/or additional products, if it is in their best interest to do so. Also, SBBC reserves the right to reject any product(s) currently being sold in their vending machines at any time, if it is in their best interest to do so.

ATTACHMENT C

Cafeteria Vending Machines Nutritional Guidelines and Restrictions

CAFETERIA VENDING MACHINES
NUTRITIONAL GUIDELINES AND RESTRICTIONS

1. The following list is a list of foods which are restricted from sale to students during meal periods. These restrictions are based on Florida State Board of Education Administration Rules, Chapter 6-7.042. This list is not all-inclusive and may contain other prohibited items which are not yet stated:
 - A. Soda Water – any carbonated beverage. No product shall be excluded from this definition because it contains discrete nutrients added to the food such as vitamins, minerals and protein. (Sodas, Sparkling Water, Selzer Water, Club Soda or naturally carbonated water)
 - B. Water Ices – any frozen, sweetened water such as “.....sicles” and flavored ice with the exception of products that contain fruit or fruit juice.
 - C. Chewing Gum – any flavored products from natural or synthetic gums and other ingredients that form an insoluble mass for chewing.
 - D. Certain Candies – any processed foods made predominantly from sweeteners or artificial sweeteners with a variety of minor ingredients that characterize the following types:
 - Hard Candy/Candy Bars – A product made predominantly from sugar (sucrose) and corn syrup that may be flavored and colored, is characterized by a hard brittle texture and includes such items as sourballs, lollipops, fruit balls, candy sticks, starlight mints, after dinner mints, jaw breakers, sugar wafers, rock candy, cinnamon candies, breath mints and cough drops.
 - Jellies and Gums – A mixture of carbohydrates that are combined to form a stable gelatinous system of jelly-like character and are generally flavored and colored, and include gum drops, jelly beans, jellied and fruit-flavored slices.
 - Marshmallow Candies – An aerated confection composed of sugar, corn syrup, invert sugar, 20 percent water and gelatin or egg white, to which flavors and colors may be added.
 - Fondant – A product consisting of microscopic-sized sugar crystals that are separated by a thin film of sugar and/or invert sugar in solution such as candy corn and soft mints.
 - Licorice – A product made predominately from sugar and corn syrup that is flavored with an extract made from the licorice root.
 - Spun Candy – A product that is made from sugar that has been boiled at high temperature and spun at a high speed in a special machine.
 - Candy Coated Popcorn – Popcorn that is coated with a mixture made predominantly from sugar and corn syrup.
 - E. Coffee/Caffeine - any products.
2. All nutritious snacks must meet Food and Nutrition Services' specifications and approval prior to being sold in the machines. Failure to provide, during the term of the contract, items that are approved by Food and Nutrition Services, shall result in default of contract.

ATTACHMENT D

**U. S. DEPARTMENT OF AGRICULTURE
CERTIFICATION (DEBARMENT AND SUSPENSION)**

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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.
- (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.

RFP 25-115B

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD - 1048 (1/92)

U. S. DEPARTMENT OF AGRICULTURE (Continued)
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT E

School Board Policy 3.2

Food & Beverage Services Available to Students

FOOD AND BEVERAGE SERVICES AVAILABLE TO STUDENTS

FOOD AND BEVERAGE SERVICES AVAILABLE TO STUDENTS IN ELEMENTARY SCHOOLS SHALL BE PROVIDED DURING THE SCHOOL DAY ONLY BY THE SCHOOL FOOD SERVICE PROGRAM. IN SECONDARY SCHOOLS, ORGANIZATIONS APPROVED BY THE SCHOOL BOARD MAY SELL FOOD AND BEVERAGE ITEMS IN ACCORDANCE WITH THE RULES LISTED IN THIS POLICY. SUCH SERVICES SHALL BE IN ACCORDANCE WITH FEDERAL LAWS, FLORIDA STATUTES, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES, BOARD POLICY, RULES, REGULATIONS AND GUIDELINES, AS WELL AS BROWARD HEALTH DEPARTMENT SANITATION RULES. THIS POLICY DOES NOT APPLY TO LOCATIONS NOT SERVICED BY THE SCHOOL FOOD SERVICE DEPARTMENT.

RULES

1. FOOD AND BEVERAGE SERVICES DURING THE SCHOOL DAY

- a. In accordance with the Florida State Board of Education Administrative Rules, Competitive Foodservice Policy, Chapter 6-7.042, the School Board of Broward County Florida allows the following:
 - In high schools, the sale of carbonated beverages by a school activity or organization authorized by the principal, can take place at all times if a beverage of one-hundred percent (100%) fruit juice is sold at each location where carbonated beverages are sold.
 - In no case shall carbonated beverages be sold where breakfast or lunch is being served or eaten.
 - Non-carbonated beverages, including 100% fruit juice drinks, can be sold at any time during the day at any location.
 - In high schools, all foods (other than beverages) sold in competition with food service, shall take place one hour following the close of the last school lunch period.
 - Nutritious foods and beverages that meet the United States Department of Agriculture Dietary Guidelines for Americans must be included in the choices.
- b. In middle schools, school organizations approved by the School Board can sell food and beverage items to students in competition with the School Food Service only one hour following the close of the last lunch period. Nutritious food and beverages that meet the United States Department of Agriculture Dietary Guidelines for Americans must be included in the choices.
- c. In elementary schools no food or beverage item can be sold during the school day, other than by the School Food Service Program.
- d. The gross revenue for all food and beverage services available to students during the school day shall accrue only to the School Food Service Program, or school organization approved by the principal.

2. FOOD AND BEVERAGE SERVICES AFTER THE SCHOOL DAY

- a. Food and beverage snack bar services which are commercially operated are permitted to be open after the school day or during night school. In all cases, commercially operated snack bar services for after-school activities shall be bid through the Supply Management & Logistics Department. Such services shall be subject to all of the health and sanitation rules and regulations of the Broward County Health Department as are required for school cafeterias.

When the income to the school is determined on a commission basis, the principal shall have the responsibility to confirm the accuracy of the daily gross receipts from such food and beverage services upon which the commissions are based. Nutritious foods and beverages that meet the United States Department of Agriculture Dietary Guidelines for Americans must be included in the choices.

- b. Gross revenues from all food and beverage services, including vending machines after the end of the school day for all students, may accrue to student organizations approved by The School Board of Broward County, Florida.
- c. All bookkeeping records for commercially operated snack bars are subject to audit by the Internal Auditors of the School Board.
- d. Commissions shall accrue to the school's Internal Accounts.

AUTHORITY: F.S. 1001.41
 RULES AMENDED: 7/3/80
 AUTHORITY: F.S. 1001.41
 PROCEDURES ADOPTED: 9/5/74
 PROCEDURES AMENDED: 3/20/75; 10/16/75
 7/20/78; 7/3/80; 8/3/04

AMENDED RULES APPROVED: 5/2/25

ATTACHMENT F
REFERENCE INFORMATION

REFERENCE INFORMATION

PLEASE PROVIDE REFERENCES FOR YOUR FIVE LARGEST CLIENTS

1. Client Name: _____
 Business Address: _____

 Service Address: _____

 Contact Person: _____
 Telephone Number: _____
 Email Address: _____
 Number of Machines: _____
 Number of Sites: _____
 Services Performed for Client: _____

 How long has account been active (state in years and months): _____

2. Client Name: _____
 Business Address: _____

 Service Address: _____

 Contact Person: _____
 Telephone Number: _____
 Email Address: _____
 Number of Machines: _____
 Number of Sites: _____
 Services Performed for Client: _____

 How long has account been active (state in years and months): _____

REFERENCE INFORMATION (Continued)

3. Client Name: _____
Business Address: _____

Service Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Number of Machines: _____
Number of Sites: _____
Services Performed for Client: _____

How long has account been active (state in years and months): _____

4. Client Name: _____
Business Address: _____

Service Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Number of Machines: _____
Number of Sites: _____
Services Performed for Client: _____

How long has account been active (state in years and months): _____

REFERENCE INFORMATION (Continued)

5. Client Name: _____
Business Address: _____

Service Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Number of Machines: _____
Number of Sites: _____
Services Performed for Client: _____

How long has account been active (state in years and months): _____

ATTACHMENT G

List of Schools to be serviced for Cafeteria Vending Machines

•

ATTACHMENT G

THE FOLLOWING IS A LIST OF ALL HIGH SCHOOLS AND CENTERS REQUIRING DRINK AND SNACK VENDING SERVICE FOR CAFETERIAS. ADDITIONAL SCHOOLS MAY BE ADDED OR DELETED FROM THIS LIST DURING THE CONTRACT PERIOD.

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, ZIP</u>
Boyd Anderson High	3050 NW 41 Street	Lauderdale Lakes, 33309
Coconut Creek High	1400 NW 44 Avenue	Coconut Creek, 33066
Cooper City High	9401 Stirling Road	Cooper City, 33328
Coral Springs High	7201 W Sample Road	Coral Springs, 33065
Dave Thomas Education Center	180 SW 2 Street	Pompano Beach, 33060
Deerfield Beach High	910 SW 15 Street	Deerfield Beach, 33441
Dillard High	2501 NW 11 Street	Fort Lauderdale, 33311
Ely, Blanche High	1201 NW 6 Avenue	Pompano Beach, 33311
Flanagan High	12800 Taft Street	Pembroke Pines, 33028
Fort Lauderdale High	1600 NE 4 Avenue	Fort Lauderdale, 33305
Hallandale High	720 NW 9 Avenue	Hallandale, 33009
Hollywood Hills High	5400 Stirling Road	Hollywood, 33320
McArthur High	6501 Hollywood Blvd.	Hollywood, 33024
Miramar High	3601 SW 89 Avenue	Miramar, 33025
Northeast High	700 NE 56 Street	Oakland Park, 33334
Nova High	3600 College Avenue	Davie, 33314
Piper High	8000 NW 44 Street	Sunrise, 33321
Plantation High	6901 NW 16 Street	Plantation, 33313
Seagull School	425 SW 28 Street	Ft. Lauderdale, 33315
South Plantation High	1300 SW Paladin Way	Plantation, 33317
Stoneman Douglas High	5901 Pine Island Road	Parkland, 33067
Stranahan High	1800 SW 5 Place	Fort Lauderdale, 33312
Taravella High	10600 Riverside Drive	Coral Springs, 33071
Western High	1200 SW 136 Avenue	Davie, 33325
Whiddon-Rogers Education Center	700 SW 26 Street	Ft. Lauderdale, 33315

NOTE: Some high schools have been turned into Food Courts and will not require Vending Machine Services. During the term of this contract other schools may be updated and turned into Food Courts and may no longer require Vending Machine Services.

ATTACHMENT H

RFP Data for Drink and Snack Vending Machines

BROWARD COUNTY SCHOOLS CAFETERIA VENDING MACHINES

RFP DATA FOR SNACK AND DRINK VENDING				MILK	SNACK	DRINK
TOTAL GROSS REVENUE FOR 2002-2003 SCHOOL YEAR (Cafeteria only)				\$121,600.60	\$859,845.66	\$657,181.63
COMMISSION RATE				22%	32.5%	32.5%
TOTAL NUMBER OF MACHINES ON LOCATION (Cafeteria only)				23	77	59
SCHOOL NAME	# of SNACK MACHINES (CAFETERIA)	# of DRINK MACHINES (CAFETERIA)	# of MILK MACHINES (CAFETERIA)			
			1			
Boyd Anderson	3	2	1			
Coconut Creek	3	2	1			
Cooper City	3	2	1			
Coral Springs	2	2	0			
Dave Thomas Ed Ctr	0	1	1			
Deerfield Beach	2	2	1			
Dillard	3	3	1			
Ely, Blanche	3	2	1			
Flanagan	3	3	0			
Fort Lauderdale	4	2	1			
Hallandale	1	1	1			
Hollywood Hills	1	2	1			
McArthur	2	2	1			
Miramar	4	3	0			
Northeast	2	4	1			
Nova	5	2	0			
Piper	4	2	1			
Plantation	3	2	1			
Pompano Beach	3	2	1			
Seagull Center	1	1	0			
South Plantation	2	2	1			
Stoneman Douglas	5	3	1			
Stoneman Douglas Annex	3	2	1			
Stranahan	2	2	1			
Taravella	2	2	1			
Western High	3	2	1			
Western High Annex	2	1	1			
Whidden Rogers	2	2	0			
TOTAL # OF MACHINES	77	59	23			

SALES ARE BASED ON THE SCHOOL CALANDER OF SEPTEMBER THROUGH JUNE
THIS DATA IS FOR INFORMATION ONLY AND DOES NOT GUARANTEE REVENUE

ATTACHMENT I

Dietary Guidelines for Americans

Nutrition and Your Health:
DIETARY GUIDELINES FOR AMERICANS



Aim
for Fitness

BUILD
a Healthy Base

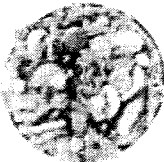
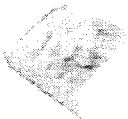
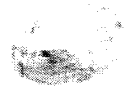
CHOOSE
Sensibly

...for good health

<http://www.health.gov/dietaryguidelines/dga2000/DIETGD.PDF>



DIETARY GUIDELINES FOR AMERICANS



AIM FOR FITNESS...

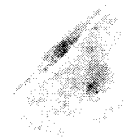
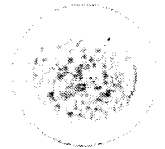
- ▲ Aim for a healthy weight.
- ▲ Be physically active each day.

BUILD A HEALTHY BASE...

- Let the Pyramid guide your food choices.
- Choose a variety of grains daily, especially whole grains.
- Choose a variety of fruits and vegetables daily.
- Keep food safe to eat.

CHOOSE A HEALTHY DIET...

- ⊗ Choose a diet that is low in saturated fat and cholesterol and moderate in total fat.
- ⊗ Choose beverages and foods to moderate your intake of sugars.
- ⊗ Choose and prepare foods with less salt.



...for good health

ATTACHMENT J

Surety Bond

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as Principal, and School Board of Broward County, Florida, as Obligee, in the sum of _____ (\$_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The purpose of this bond is to cover deposits, received by the Principals or departments, as more fully described in RFP 25-115B.

Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods and services desired, as more fully described in RFP 25-115B, then this obligation shall be void, otherwise it shall remain in full force and effect.

Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:

1. That this bond shall be for three year terms beginning the _____ day of _____, 2004 and ending on the 31st day of July 2008, and it may be continued for two additional one year terms by Certificate executed by the Surety hereon;
2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;
3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions and provisions of this bond.

WITNESS

PRINCIPAL

WITNESS

INSURANCE COMPANY

BY:

ATTORNEY-IN-FACT

ATTACHMENT K

Statement of “No Response”



ATTACHMENT K, 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 & 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: 25-115B Title: Furnish, Install, Stock and Maintain School Cafeteria Vending Machines

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: _____