

State of Florida
Department of Transportation
District One Procurement Office
801 North Broadway Ave
Bartow, FL 33830

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (863) 519-2661 OR E-MAIL TO d1-purchasing@dot.state.fl.us

RFP Number: RFP-EBF-18/19-1106DR
Title: Food & Beverage Vending Machine Services for District One Employee Benefit Fund

Proposal Due Date & Time (On or Before): September 4, 2018 @ 9:00AM
Technical Proposal Opening Date & Time: September 4, 2018 @ 10:00AM
Price Proposal Opening Date & Time: September 11, 2018 @ 10:00 AM

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (863) 519-2661, or by e-mail to Danielle Rose, d1-purchasing@dot.state.fl.us.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax Number: (____) _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: **Danielle Rose**, d1-purchasing@dot.state.fl.us, **(863) 519-2212**

EXHIBIT "B"

PRICE PROPOSAL

RFP NUMBER: RFP-EBF-18/19-1106DR

RFP TITLE: FOOD & BEVERAGE VENDING MACHINE SERVICES FOR THE DISTRICT ONE EMPLOYEE BENEFIT FUND

ANTICIPATED BUT NOT LIMITED TO ITEM LISTING

| ITEM: | UNIT: | TOTAL: |
|--|--------------|---------------|
| 1. Dr. Pepper 12oz | each | \$ |
| 2. Lipton Citrus Green Tea 20oz | each | \$ |
| 3. Freshley's Pecan Twirls 3oz | each | \$ |
| 4. Reese's Pieces Peg 6.0oz | each | \$ |
| 5. Skittles Original 2.17oz | each | \$ |
| 6. Starbucks Frappucino Vanilla 9.5oz | each | \$ |
| 7. Gardettos Original Recipe 1.75oz | each | \$ |
| 8. Cheese Stick | each | \$ |
| 9. Sprite 20oz | each | \$ |
| 10. Aquafina Water 20oz | each | \$ |
| 11. Anderson Peanut Butter Nuggets 2.5oz | each | \$ |
| 12. Turkey & Cheese Wedge | each | \$ |
| 13. M&M Peanut 1.74 oz | each | \$ |
| 14. 5 Hour Energy Berry 2oz | each | \$ |
| 15. Red Bull 3.4 oz - Original | each | \$ |
| 16. Riesen Peg Bag 5.5 oz | each | \$ |

| | | |
|--|------|----|
| | | |
| 17. Coke - Coke Zero 12oz | each | \$ |
| 18. Kars Unsalted Original Trail Mix 2oz | each | \$ |
| 19. Pop-Tart Smores | each | \$ |
| 20. Mountain Dew 12oz | each | \$ |
| 21. Dentyne Ice Peppermint 16 PCS Split | each | \$ |
| 22. Pringles Original 2.36oz | each | \$ |
| 23. Twix Cookie Bar 2oz | each | \$ |
| 24. Milk Duds Concession Box 3 oz | each | \$ |
| 25. LSS Flavor Twist Honey BBQ 2oz | each | \$ |
| 26. LSS Doritos Nacho Cheese 1.75oz | each | \$ |
| 27. Monster Energy Green Original 16oz | each | \$ |
| 28. DIET Mountain Dew 12oz | each | \$ |
| 29. Kit-Kat Big Kat 1.5oz | each | \$ |
| 30. Frito Lay LSS Fritos Corn Chips LSS 2oz | each | \$ |
| 31. Minute Maid Cranberry Grape Juice 1! | each | \$ |
| 32. Jack Links - Teriyaki 3.3oz | each | \$ |
| 33. SEEDLESS GRAPES WITH CHEESE | each | \$ |
| 34. Kelloggs Raisin Bran Crunch 2.8oz | each | \$ |
| 35. Boston Creme Honey Bun 5oz | each | \$ |

| | | |
|---|------|----|
| 36. LSS Lays Original 1.5 oz | each | \$ |
| 37. Jack Links - Original Jerky .9oz | each | \$ |
| 38. Freshley's Glazed Honey Bun 4oz | each | \$ |
| 39. Bugles Nacho Cheese LSS 1.5 oz | each | \$ |
| 40. DIET Pepsi 12oz | each | \$ |
| 41. Minute Maid Apple Juice 15.2oz | each | \$ |
| 42. belVita Biscuits - Blueberry | each | \$ |
| 43. Three Musketeers 1.92oz | each | \$ |
| 44. A & W Root Beer 20oz | each | \$ |
| 45. Naked Juice Blue Machine | each | \$ |
| 46. Goldfish Cheddar Cheese 1.5 oz | each | \$ |
| 47. Knotts Raspberry Shortbread Cookies | each | \$ |
| 48. Lance Toastchee 1.5oz | each | \$ |
| 49. Freshley's Cheese Danish 4oz | each | \$ |
| 50. Kind Bar PLUS 1.4oz | each | \$ |
| 51. 7 Up 12 oz | each | \$ |
| 52. Pork Cuban Mini Sub | each | \$ |

| | | |
|-------------------------------------|------|----|
| 53. Shamrock Whole Milk 12 oz | each | \$ |
| 54. Hershey - Hershey Almond 1.45oz | each | \$ |
| 55. Nestle - Nestle Crunch 1.55 oz | each | \$ |
| 56. Cheerios Honey Nut 1.8oz | each | \$ |

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|---|------|----|
| 57. Quaker Oatmeal Maple Brown Sugar I | each | \$ |
| 58. Frito Lay LSS Lays Salt & Vinegar 1.5oz | each | \$ |
| 59. Wheat Thins Toasted Veggie Chips 1.7 | each | \$ |
| 60. Mentos Mint Flavor 1.3oz | each | \$ |
| 61. Dentyne PURE Mint Gum | each | \$ |
| 62. ENERGY Bar Clif - Chocolate Chip 2.4o | each | \$ |
| 63. Lance Nekot PB Cookies 1.3oz | each | \$ |
| 64. Freshley's Cinnamon Swirl Bun 4.0oz | each | \$ |
| 65. Bumble Bee Tuna Salad & Crackers 3.5 | each | \$ |
| 66. LSS Quaker Baked Cheddar Mix 1.7502 | each | \$ |
| 67. Rice Krispie Treats 2.13 oz | each | \$ |
| 68. Gatorade G Cool Blue 20oz | each | \$ |
| 69. Shamrock Farms 2% Milk 12oz | each | \$ |
| 70. Banana | each | \$ |
| 71. Kars Sweet N Salty Mix 2oz | each | \$ |
| 72. Kars Unsalted Nut & Yogurt Trail Mix 2 | each | \$ |
| 73. Fig Newtons Fat Free 2.1 oz | each | \$ |
| 74. Italian Deli Sub | each | \$ |
| 75. ENERGY Bar Clif - White Choc Macadamia | each | \$ |

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| | | |
| 76. Baby Ruth 2.1 oz | each | \$ |
| 77. Milky Way Bar 1.84oz | each | \$ |
| 78. Otis Spunkmeyer Muffin Blueberry 4 | each | \$ |
| 79. Herr's Kettle Jalapeno LSS Potato Chip | each | \$ |
| 80. Oven Baked Lays Original | each | \$ |
| 81. Combos Pizz Pretzel 6.3oz | each | \$ |
| 82. Lance Cream Cheese and Chives 1.3oz | each | \$ |
| 83. Monster Zero Ultra | each | \$ |
| 84. Red Bull 8.4oz- Sugar Free | each | \$ |
| 85. Egg, Sausage, Cheese Croissant | each | \$ |
| 86. DIET Dr. Pepper 12oz | each | \$ |
| 87. Oven Baked Lay's Barbecue Crisps | each | \$ |
| 88. Kars Sunflower Kernels 2oz | each | \$ |
| 89. Snackwells Vanilla Creme Sandwich 1 | each | \$ |
| 90. FP Classic Club on Multigrain | each | \$ |
| 91. Fresh Watermelon Slices | each | \$ |
| 92. Sunkist Orange 12 oz | each | \$ |
| 93. Gatorade G Lemon Lime 20oz | each | \$ |
| 94. Powerade ZERO Fruit Punch 20oz | each | \$ |
| 95. Dentyne Ice Arctic Chill Split Pack 16p | each | \$ |

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|---|------|----|
| 96. Frito Lay LSS Funyuns 1.25 oz | each | \$ |
| 97. Kars Sweet 'n SPICY Mix | each | \$ |
| 98. Nature Valley Sweet & Salty Almond B | each | \$ |
| 99. Muscle Milk-Vanilla Creme 14oz | each | \$ |
| 100. Kind Healthy Oats & Honey 1.2oz | each | \$ |
| 101. Deli Pinwheels | each | \$ |
| 102. Honest Tea - Half & Half | each | \$ |
| 103. Trop Twist Strwbry Kiwi Cyclone 20oz | each | \$ |
| 104. Fanta Pineapple - 20oz | each | \$ |

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|--|------|----|
| 105. Mountain Dew Voltage 20oz | each | \$ |
| 106. Cherry Coke 12oz | each | \$ |
| 107. Cherry Coke ZERO 12 oz | each | \$ |
| 108. Pringles Sour Cream & Onion 2.36oz | each | \$ |
| 109. Core Power Chocolate Light Shake 11 | each | \$ |
| 110. FP Tuna Salad Cup | each | \$ |
| 111. Big AZ Beef Charbroil Cheese 8.9oz | each | \$ |
| 112. Signature South Chick Brst w/Cheese | each | \$ |
| 113. Stefano Rip-n-Dip Mini (All) | each | \$ |
| 114. Snapple Peach Tea | each | \$ |

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| | | |
| 115. | V8 Splash Berry Blend 16oz | each \$ |
| 116. | Kraft EasyMac Original Cups 2.05 oz | each \$ |
| 117. | White Castle Cheesburger Twins 3.6oz | each \$ |
| 118. | Lifesavers Fruit Flavors | each \$ |
| 119. | Nature Valley Oats & Honey Granola E | each \$ |
| 120. | Austin Zoo Animal Crackers 2oz | each \$ |
| 121. | Large Pork Cuban | each \$ |
| 122. | V8 Vegetable Juice Can 11.5oz | each \$ |
| 123. | Pop-Tart Hot Fudge Sundae 3.38oz | each \$ |
| 124. | Raisinets Peg Bag 5.5oz | each \$ |
| 125. | Gatorade G Fruit Punch 20oz | each \$ |
| 126. | Gatorade G Orange 20oz | each \$ |
| 127. | Burry Cinn Raisin Bagel w/ Cream Chef | each \$ |
| 128. | Burry Plain Bagel w/Cream Cheese | each \$ |
| 129. | Combos Chedd Cheese Cracker 6.3oz | each \$ |
| 130. | Monster Energy Lo-Carb 16oz | each \$ |

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|-------------|---|------|----|
| 131. | Bumble Bee Chicken Salad & Crackers | each | \$ |
| 132. | LSS Doritos Cool Ranch 1.75 oz | each | \$ |
| 133. | Stacy's Parmesan Garlic & Herb Chip | each | \$ |
| 134. | Pepperidge Farm Milano Cookies 1.5oz | each | \$ |
| 135. | Almond Joy 1.61oz | each | \$ |
| 136. | Tylenol ES Caplets 4 ct | each | \$ |
| 137. | Yoohoo 11.5 oz | each | \$ |
| 138. | Oreo Cookies Big Pack 2.4oz | each | \$ |
| 139. | Jack Links - Turkey Jerky .9oz | each | \$ |
| 140. | Crystal Light Raspberry Ice Mix - Sugar | each | \$ |
| 141. | Snapple Lemon Tea | each | \$ |
| 142. | Snapple Raspberry Tea | each | \$ |
| 143. | Welch's Island Fruit Snacks 2.25oz | each | \$ |
| 144. | Welch's Mixed Fruit Snacks 2.25oz | each | \$ |
| 145. | ENERGY Bar Clif - Peanut Butter 2.4oz | each | \$ |
| 146. | Chobani Greek Yogurt Flip | each | \$ |
| 147. | Apple | each | \$ |
| 148. | Powerade Mountain Berry Blast 20oz | each | \$ |

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|------|---|------|----|
| 149. | Kind Healthy Vanilla Blueberry 1.2oz | each | \$ |
| 150. | Fanta Strawberry 20oz | each | \$ |
| 151. | Mountain Dew Code Red 20oz | each | \$ |
| 152. | Stacy's Naked Pita Chips | each | \$ |
| 153. | Swiss Rolls Salted Caramel | each | \$ |
| 154. | Yoplait Mtn Berry Yogurt | each | \$ |
| 155. | Smucker's Uncrustables Strawberry/G | each | \$ |
| 156. | PopCorners - Kettle | each | \$ |

| | | | |
|--|--|--|----|
| GRAND TOTAL FOR BIDDING PURPOSES ONLY | | | \$ |
|--|--|--|----|

*Estimated quantity is for bidding purposes only.

*All totals will be added together for a "Grand Total". This total will be used to determine Price points.

RENEWAL: see Special Condition 33).

NOTE: Unit Rates must be stated specifically in dollars and cents, NOT a percentage increase.

The Unit Rates shall contain all costs to include (but not limited to) travel, labor, materials, equipment, overhead, general and administrative, incidental expenses, operating margin, and subcontractor cost, if any.

MFMP Transaction Fee: All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2018 through June 30, 2019, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and

conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
**Food & Beverage Vending Machine Services for District
One Employee Benefit Fund**

RFP-EBF-18/19-1106DR

CONTACT FOR QUESTIONS:

Danielle Rose, Procurement Agent
d1-purchasing@dot.state.fl.us
(863) 519-2661
Phone: (863) 519-2212
801 North Broadway Ave
Bartow, FL 33830

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide Food & Beverage Vending Machine Services for District One Employee Benefit Fund. It is anticipated that the term of the contract will begin on October 1, 2018 and be effective through September 30, 2019.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

| <u>ACTION / LOCATION</u> | <u>DATE</u> | <u>LOCAL TIME</u> |
|--|------------------|-------------------|
| DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions) | 8-28-2018 | 2:00 PM |
| PROPOSALS DUE, ON OR BEFORE - (Technical and Price Proposal) 801 North Broadway Ave Bartow, FL 33830 863-519-2212 | 9-04-2018 | 9:00 AM |
| PUBLIC OPENING (Technical Proposal) - 801 North Broadway Ave Bartow, FL 33830 | 9-04-2018 | 10:00 AM |
| PUBLIC OPENING / MEETING (Price Proposal) - 801 North Broadway Ave Bartow, FL 33830 | 9-11-2018 | 10:00 AM |
| SELECTION MEETING (if applicable) - 801 North Broadway Ave Bartow, FL 33830 | 9-11-2018 | 2:00 PM |
| POSTING OF INTENDED AWARD - | 9-11-2018 | 3:00 PM |

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-EBF-18/19-1106DR:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening

Agenda for Price Proposal Opening meeting for RFP-EBF-18/19-1106DR:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Announce time and date of Selection/Intended Award decision meeting.
- Adjourn

Agenda – Meeting to Summarize Evaluations and Select Intended Award

Agenda for Intended / Recommended Award meeting for RFP-EBF-18/19-1106DR:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Bid System (VBS).
- Adjourn

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA’S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2018 through June 30, 2019, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Danielle Rose, d1-purchasing@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (863) 519-2212

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) PRE-PROPOSAL CONFERENCE: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 General:

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Danielle Rose, 801 North Broadway Ave Bartow, FL 33830** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ (200,000 minimum) per person and \$ (300,000 minimum) each occurrence, and property damage insurance of at least \$ (200,000 minimum) each occurrence, for the services to be rendered in accordance with this contract.

() The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$_____. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

N/A

14) CONTRACT DOCUMENT

The Department's "Full Service Vending Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a reply, the vendor agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and

2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

RFP responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an

offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER RFP-EBF-18/19-1106DR
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-EBF-18/19-1106DR
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (4 copies) (Do not include price information in Part I)

The Proposer must submit one (1) original and 3 copies & CD (PDF format) of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-EBF-18/19-1106DR ".

1. EXECUTIVE SUMMARY (10 pts)

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than ten (10) pages.

2. PROPOSER'S MANAGEMENT PLAN (15 pts)

The Proposer shall provide a management plan which describes administration, key personnel, and prior relevant experience.

a. Administration

The Proposer should include a description of the organizational structure and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team and a description of the functions and responsibilities of each key person.

c. Prior Relevant Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

3. PROPOSER'S TECHNICAL PLAN (70 pts)

The Proposer shall provide a technical plan which explains their technical approach and facility capabilities.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services. The Proposer should describe any current technology used to enhance the service for its customers. The Proposer should include types of food and beverages generally used, including but not limited to healthy, fresh food options and describe the approach to keeping machines stocked with quality products on a consistent basis. The Proposer should include their preventative maintenance program as well as expected response times for unexpected equipment failure.

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist.

4. ADDITIONAL SERVICES (5 pts)

The Proposer shall list any additional services they may provide (i.e. customer reward programs/promotions that would result in attaining increased sales volume as a benefit to the EBF).

22.3 Price Proposal (Part II) (1 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-EBF-18/19-1106DR". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-EBF-18/19-1106DR) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
District One Procurement Office (ATTN: Danielle Rose)
801 North Broadway Ave
Bartow, FL 33830
Phone # (863) 519-2212**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

| | <u>Point Value</u> |
|------------------------|--------------------|
| 1. Executive Summary | 10 |
| 2. Management Plan | 15 |
| 3. Technical Plan | 70 |
| 4. Additional Services | 5 |

b. Price Proposal (10 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\underline{(\text{Low Grand Total Price} / \text{Proposer's Grand Total Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}}$$

1. The Department will use data from previous authorizations issued to develop a "Hypothetical Project" with quantities of specific pay items that are typical of the authorizations issued for the type of work being solicited/contracted in this RFP. This "Hypothetical Project" will be prepared prior to opening of the technical proposals and will be made available at the public opening. The unit prices submitted for the responsive proposals achieving the minimum technical score stated in section 21.1, above, will be used for the items specified in the "Hypothetical Project" to generate a Grand Total Price for each responsive proposal.

2. The criteria for price evaluation shall be based on the Grand Total Price for the "Hypothetical Project" for each responsive proposal and the following formula:

$$\underline{(\text{Low Grand Total Price} / \text{Proposer's Grand Total Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}}$$

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the

formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) A Standard Written Agreement executed by both parties.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) ATTACHED FORMS

Exhibit "A" Scope of Services
Exhibit "B" Price Proposal
Full Service Vending Agreement
Drug-Free Workplace Program Certification (Form 375-040-18)
MBE Planned Utilization (Form 375-040-24)
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

36) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- Special Conditions
- Exhibit "A" Scope of Services/Specifications
- Exhibit "B" Price Proposal
- Full Service Vending Agreement
- Standard Written Agreement
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introduction Section

37) ALTERNATES

Alternate brands will be considered for this proposal. The "Department" reserves the right to require each proposer to demonstrate to the satisfaction of the "Department" that the items/materials will perform in a completely acceptable manner. In the event the "Department" judges that the demonstrated performance is unsatisfactory, the "Department" may reject the proposal. The proposer must be prepared to demonstrate the materials within fourteen (14) days after the proposal opening date. Demonstration time and place is subject to agreement of the "Department" and the proposer.

Proposers submitting a proposal that is based on an alternate brand of equipment must submit, with their proposal, complete specifications and descriptive technical literature for the equipment proposed.

38) REPLACEMENT/RESTOCKING

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

39) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful proposer will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

40) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and postconsumer recovered materials. If the item(s) specified herein is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this RFP request is for the product as specified herein and does not require prices for recycled product unless specified.

This information should be sent separately and not as a part of your proposal response.

EXHIBIT "A"

SCOPE OF SERVICES

FOOD & BEVERAGE SERVICES FOR DISTRICT ONE EMPLOYEES BENEFIT FUND

I. PURPOSE

The District 1 Employees Benefit Fund Committee (EBF) is seeking food and beverage vending services for a period of four years through the Request of Proposal process. This Scope of Services states our desires, but it is the Vendor's prerogative to provide, in a written proposal, ideas and suggestions for meeting and/or exceeding these needs. The Vendor who offers the options which best suit the EBF and the employees will be selected to provide the service.

Currently, we are seeking services for the District One Headquarters building (HQ) at 801 North Broadway Ave, Bartow, Florida 33830 and one satellite office, Bartow Materials Office 2730 SR 60 West, Bartow, Florida 33830. HQ contains approximately 350 employees and there is approximately 360 square foot of space and District Materials contains approximately 40 employees.

EBF reserves the right to add additional building(s) that may require service in the future. This change may be accomplished with an amendment letter signed by both parties.

II. VENDOR RESPONSIBILITIES

A. Provide a wide variety of high quality food.

The selection shall include but not be limited to:

1. Healthy, low fat, low sugar, natural items. We will use the following definitions from the Food and Drug Administration (FDA): high-protein - at least 10 grams (g) high-quality protein per serving; fat-free - less than 0.5 g fat per serving; low-fat - 3 g or less fat per serving (If the serving size is 30 g or less or 2 tablespoons or less, 3 g or less fat per 50 g of the food.); reduced or fewer calories - at least 25 percent fewer calories per serving than the reference food; sugar-free - less than 0.5 g sugar per serving; light (two meanings) - one-third fewer calories or half the fat of the reference food (if 50 percent or more of the food's calories are from fat, the fat must be reduced by 50 percent), or a "low-calorie," "low-fat" food whose sodium content has been reduced by 50 percent of the reference food.
2. Fresh salads, vegetables, fruits. The current FDA definition of "fresh" states "that the food must be unprocessed, raw and not frozen or subjected to any form of thermal processing or any other form or preservation". In this context,

"fresh" can be used only on a food that is raw, has never been frozen or heated, and contains no preservatives (Irradiation at low levels is allowed). For the purposes of this contract, "Fresh frozen," "frozen fresh," and "freshly frozen," may be used for foods that are quickly frozen while still fresh. Blanching (brief scalding before freezing to prevent nutrient breakdown) is allowed.

3. Selection of breakfast items shall include, but not be limited to, pastries, bagels, cereal, fresh fruit, eggs and other hot items as available, Milk products including Whole, 2%, 1%, and Chocolate.
4. Fresh sandwiches (not convenience store/prepackaged) shall include, but not be limited to, varieties of Ham, Turkey, Roast Beef, Cheese, and other specialty sandwiches (i.e., Cuban, etc.) Selections shall include choices of both hot and cold sandwich items.
5. Selections of frozen dinners shall include choices of both regular and diet items.
6. Standard snack item selections shall include, but are not limited to, various assortments of candy, potato chips (including plain and flavored), cookies, trail mix and ice cream. These should be recognized brand names. The Vendor shall keep a varied assortment and shall honor individual requests when appropriate. Items that sell on a regular basis should not be changed without the approval of the EBF Vendor Representative.
7. Beverage selections shall include, but are not limited to, Pepsi Cola Products both regular and diet, Coca Cola Products both regular and diet, a variety of Fruit Juices, Iced Tea, V-8 Juice, Bottled Water, and other specialty drinks. The Vendor will keep a varied assortment and will honor individual requests when appropriate. Items that sell continuously should not be changed without the approval of the EBF Vendor Representative.
8. The Vendor shall supply one coffee machine for HQ. Each machine shall offer a selection of regular coffee, premium coffee, a variety of flavored coffees, hot chocolate and soups (optional). The coffee served shall be of a premium quality.
9. District One and Materials Lab (hereinafter, "LAB"), 2730 Highway 60 West, Bartow, Florida 33830. This will serve approximately 40 employees.
 - (1) LAB
 - (a) 1 Soda Machine (closed-front)
 - (b) 1 Snack machine
 - (c) 2 Microwaves
 - (d) 1 Condiment Stand — (providing there is enough space)

B. Service.

- 1 The Vendor will furnish and supply all required vending machines/equipment. In addition, the Vendor will provide six (6) commercial grade microwave ovens for HQ to be kept in working condition at all times.
 - a. The Vendor shall furnish credit/debit card readers for the full-service coffee machines, cold beverage cooler(s), frozen food cooler(s) and the fresh food cooler(s).
2. Stocking of Merchandise: The Vendor shall maintain an adequate and in-date supply of products for vending. At a minimum services requirements for HQ location will be twice weekly and once each week for the LAB location.
3. The Vendor shall be responsible for providing an adequate stock of all utensils and condiments, etc.
4. Machine Failures: The Vendor shall respond to all machine failures within two hours of notification. Failure to respond within the time specified shall result in a \$50.00 monetary payment to the EBF for each occurrence to offset potential loss of commission. Payment(s) shall be made at the time of commission payment, itemized as a separate item on the monthly statement. The EBF may waive this fee if it is believed to be beyond the Vendor's control.

C. Supplies.

Vendor will be responsible for providing the following:

1. Cups and lids for each size drink offered, straws, and stirrers.
2. Plastic forks, spoons, and knives (preferably no "sporks").
3. Ketchup, mustard, mayonnaise, salt, and pepper in individual packets
4. Sugar, Sugar substitute and Non-dairy creamer.

D. Compensation

1. EBF sponsors these machines on a commission basis. EBF shall receive a minimum of **(18 %)** commission on sales of all products.

The Vendor will provide an itemized monthly statement of gross sales per location that will identify products sold during the previous month and commission to be paid of all sales.

2. The Vendor will provide a commission check of products sold by the 30th of the following month (unless a holiday or weekend the commission is to be paid by the next business day). If payment is not received after three (3) business days a \$25.00 late fee will be added to the amount owed every day until payment is received.

E. Other related items.

1. The Vendor shall provide certification that food handlers have taken and passed any food handler's examinations that may be required by state or federal requirements; likewise, the Vendor shall be required to submit certification to the EBF that food handlers have taken and passed said examinations. The cost of these examinations and/or certifications shall be the Vendor's sole responsibility. The Vendor shall require all of its employees assigned under this contract to have successfully completed all required health examinations before being hired and periodically as may be required by law. In such cases, the Vendor shall provide all documentation of compliance with all health regulations.
2. All food and supplies purchased will be in conformance with all standards set by Federal and State specifications. The EBF is authorized to inspect the Vendor's inventory of food and supplies if requested.

III. EBF RESPONSIBILITIES

- A. The EBF will provide all electric power, water, and room conditioning for the operation of all equipment installed by the Vendor.
- B. The EBF will provide an on-site Vendor Representative who will monitor usage of supplies, handle refunds, and approve substantial changes in food items.

IV. CHANGES

Changes to these specifications may be made if agreed upon by both parties. Agreement shall be in writing *and* signed by both parties.

V. BEGINNING AND LENGTH OF SERVICES

- A. The performance period of this Agreement shall begin upon contract execution for a period of one (1) year.
- B. This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this agreement.

VI. TERMINATION ACTION

The EBF reserves the right to cancel this contract at any time upon thirty (30) days written notice to the vendor. Just cause for cancellation includes:

- Quality of service becoming unsatisfactory and not remedied after ten (10) days' notice to correct.
- Facilities or equipment become unsatisfactory and continue to be unsatisfactory after ten (10) days' notice to correct.
- Failure to comply with any of the terms of the contract after ten (10) days' notice to correct.
- Failure to pay agreed upon commission in a timely manner.
- Failure to correct to a satisfactory standard shall be determined by a 2/3 majority vote of the EBF committee.

FULL-SERVICE VENDING AGREEMENT

This CONTRACT, made and entered into as of the _____ day of _____, 2018, by and between the Florida Department of Transportation, District One, Employee Benefit Fund, at 801 North Broadway Avenue, Bartow, Florida 33830, hereinafter referred to as "EBF"; and _____, hereinafter referred to as "Vendor".

WITNESSETH:

WHEREAS, EBF wishes to have vending machines of the kind, variety and type hereafter described, installed, maintained and serviced at the location hereinafter set forth, and

WHEREAS, Vendor desires to provide such vending machines;

Now, THEREFORE, for and in consideration of the promises and covenants herein contained, the parties hereto agree as follows:

1. VENDING MACHINES, LOCATION AND PRODUCTS

Vending machines shall be on premises at 801 North Broadway Avenue, Bartow, Florida 33830, and the Materials Office at 2730 SR 60 West Bartow, Florida 33830. Vendor shall install and will keep in good working order at all times the equipment listed and described in Exhibit "A", Scope of Services.

2. INSTALLATION

Vendor shall install all equipment at its sole cost and shall pay all federal, state, and local taxes and shall obtain and pay for all licenses and permits, and occupational licenses, now or hereafter imposed on said equipment or sales of products from such equipment.

EBF will furnish all electric power and water for the operation of all equipment installed by Vendor.

3. OWNERSHIP

All equipment installed under this contract shall be the property of the Vendor and title to such equipment shall be retained by the Vendor. The Vendor shall have the right to remove the equipment upon termination of this Contract and agrees to do so within (5) working days after termination.

4. OPERATION, USE AND MAINTENANCE

EBF shall have the right to check the type, quality and portions of items sold, to check meter readings for the purpose of verifying the accuracy of all reports submitted to the EBF.

All losses involved in the operation of such equipment due to theft, fire, accident, spoilage or other similar causes shall be for Vendor's account.

5. WARRANTY

Vendor warrants that all merchandise placed in the vending machines will conform to all federal, state, and local pure food laws and regulations applicable thereto including laws, ordinances and regulations of any governmental authority pertaining to health and sanitation and that all merchandise shall in all respects be suitable for human consumption or use. Vendor shall indemnify EBF and Florida Department of Transportation harmless from any loss or damage arising out of a breach of this express warranty and shall indemnify them from any and all claims arising out of Vendor's operations as described in this contract.

6. TERM OF CONTRACT

Service for this contract shall become effective upon contract execution for a period of one year. This contract may be renewed for a period that may not exceed three years or the term of the original contract, whichever period or longer. Renewals shall be contingent upon satisfactory performance evaluations by the EBF. Renewal of the contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract and agreed upon by both parties.

7. TERMINATION

The EBF reserves the right to cancel this contract at any time upon thirty (30) days written notice to the vendor. Just cause for cancellation includes:

Quality of service becoming unsatisfactory and not remedied after ten (10) days' notice to correct.

Facilities or equipment become unsatisfactory and continue to be unsatisfactory after ten (10) days' notice to contract.

Failure to comply with any of the terms of the contract after ten (10) days' notice to correct.

Failure to pay agreed upon commission in a timely manner.

Failure to correct to a satisfactory standard shall be determined by a 2/3 majority vote of the EBF committee.

8. FORCE MAJEURE

All obligations hereunder are subject to government agency regulations including among other things, those affecting or limiting prices, production, purchase, sale, use or inventory of

materials, and to fires, floods, strikes and other like matter beyond the reasonable control of both parties.

9. AMENDMENTS

Any changes to this contract shall be in writing and signed by both parties.

10. SANITATION

Vendor shall operate and maintain the vending service covered by the contract in a clean and sanitary condition in accordance with recognized standards for such service and in accordance with all laws, ordinances, regulations, and rules of federal, state and local authorities.

Vendor shall permit reasonable inspection of facility by an authorized agent of the EBF to see that standard of quality and cleanliness are being complied with.

11. EXCLUSIVE RIGHTS

Vendor shall have the sole and exclusive right for storage, distribution, and sales of food and drink products from the Florida Department of Transportation District One Headquarters Building and Materials excluding special functions by the Department such as but not limited to, charitable fund raisers and retirement luncheons.

12. INSURANCE

The Vendor must carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. Certification of Insurance must be provided before the contract can be executed. The certificate shall name the Florida Department of Transportation District One as an additional insured and is not cancelable except upon thirty (30) days prior written notice to the Florida Department of Transportation.

13. PRICES

Prices and price increases will be negotiated with the EBF Committee or Chairperson as well as commission rates.

In WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers assigned below:

By: _____

Title: _____

Florida Department of Transportation District 1

Employee Benefit Fund Committee

By: _____

Title: _____

SAMPLE

RFP CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal, if applicable (proposals of \$1 million or more).
- 5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
- 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).
- 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- 10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:
RFP No.:RFP-EBF-18/19-1106DR

Title: Food & Beverage Vending Machine Services for District One Employee Benefit Fund

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION