

**THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA JUNIOR COLLEGE, FLORIDA
1000 COLLEGE BOULEVARD
PENSACOLA, FL 32504-8998**

July 26, 2005

RFP NO. 1-2005/2006

**REQUEST FOR PROPOSALS (RFP)FOR SNACK & BEVERAGE VENDING
SERVICES
FOR
PENSACOLA JUNIOR COLLEGE**

The District Board of Trustees of Pensacola Junior College, Florida hereby extends a Request for Proposals (RFP) for Snack & Beverage Vending Services for Pensacola Junior College, as specified in this document.

All terms and conditions included hereafter are part of this RFP. Any proposal failing to comply with all of these terms and conditions may not be accepted. Rights are reserved to reject any and all proposals and to waive any and all technicalities.

Directions for submitting proposals include the following:

1. **All sealed proposals must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services, and be received in the Purchasing and Auxiliary Services Office, Pensacola Junior College, Building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, or delivered to the bid opening site, not later than 11:00 A.M., local time, Wednesday, August 24, 2005 and shall be clearly marked "SEALED RFP NO. 1-2005/2006, Snack and Vending Services for Pensacola Junior College."** Due to the requirement of sealed competitive solicitations, facsimile proposals will not be acceptable as valid solicitation responses. All proposals shall be submitted on the proposal form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the proposal, with delivery or completion date clearly indicated in order to be considered. Attach all amplifying instructions and documents to this proposal form. In the event that you are unable to submit a response, written notification should be submitted to the Purchasing and Auxiliary Services Office in order for your firm's name to remain on the mailing list. Late proposals will be returned to vendor unopened, if RFP number, acceptance date and return address are shown on container.

An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **Tuesday, August 30, 2005 at 10:00 A.M.** in the Barfield Administration Building No. 7, Room 737, 1000 College

Boulevard, Pensacola, Florida 32504-8998 to determine responsiveness and select a date for presentations from bidders (see page 11). Solicitation tabulations and award recommendations will be posted in the Purchasing and Auxiliary Services Office and on the Pensacola Junior College website www.pjc.edu/administration/Purchasing.

2. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
3. Any person(s) requiring reasonable accommodations, in accordance with the provisions of the American with Disabilities Act for attendance at the scheduled RFP opening shall contact the Purchasing and Auxiliary Services office, at least seventy-two (72) hours in advance of the scheduled proposal opening deadline.
4. All prices shall be FOB Pensacola Junior College, 1000 College Boulevard, Pensacola, FL 32504-8998.
5. Failure to file a protest within the time prescribed in FS 120.57(3), or failure to post the bond or other security as required by FS 287.042(2)(c) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All protests must be delivered to the Director of Purchasing & Auxiliary Services, Pensacola Junior College, 1000 College Blvd., Pensacola, FL., 32504-8998.
6. In the event of an error in extending the total cost of any item, the unit price submitted will prevail.
7. With the consent and agreement of the successful bidder(s) purchases may be made under this RFP by other community colleges, state universities, District school boards and by other educational institutions within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (d).
8. The prices, terms and conditions shall be firm for 120 days from the date of award unless otherwise noted in the proposal.

9. Bids may be awarded or rejected, item-by-item, in sub-groups or in whole at the discretion of Pensacola Junior College.
10. Any award on the basis of this RFP will be contingent upon approval by the District Board of Trustees of Pensacola Junior College, Florida. The District Board of Trustees of Pensacola Junior College, Florida will enter a contract with the successful Vendor based on the responses provided in this RFP.
11. All inquiries concerning this RFP shall be submitted in writing via fax, e-mail, or hand delivery to the Pensacola Junior College Purchasing Office and must be received in the Purchasing Office no later than close of business, Thursday, August 4, 2005. Responses will be posted, in the form of an addendum to the College's Purchasing Website www.pjc.edu/administration/purchasing.

Please forward any inquires to:

Angie C. Jones
Director, Purchasing and Auxiliary Services
Pensacola Junior College
1000 College Blvd.
Pensacola, Florida 32504
Fax: (850) 484-1839
Phone: (850) 484-1794
Email: acjones@pjc.edu

The above named individual is the College's sole designated representative for this RFP. Vendors are expected to utilize this representative for **ALL** information regarding this RFP. Vendors who contact any other College employee regarding the subject of this RFP are subject to disqualification from participating in this proposal.

12. If it becomes necessary to revise any part of this RFP, an addendum will be issued. It is the responsibility of the Vendor to ensure that he has received all addendums prior to submitting a proposal.

We look forward to your participation in submitting a proposal for consideration. Any questions or concerns should be addressed to the Director of Purchasing and Auxiliary Services at (850) 484-1794.

Angie C. Jones
Director of Purchasing and
Auxiliary Services

REQUEST FOR PROPOSALS

The District Board of Trustees of Pensacola Junior College, Florida has authorized the following Request for Proposals (RFP) to solicit competitive proposals from qualified organizations to provide Snack & Beverage Vending Service meeting the requirements/specifications of Pensacola Junior College, hereafter referred to as “the College”. The College anticipates entering into a multiple year agreement with the successful bidder, hereafter referred to as “the successful vendor”. It is the intent of this proposal to establish a vending program that will provide carbonated, non-carbonated and snack food products for all College locations and events. This exclusive right does not include hot food service vending on the Pensacola Junior College Campuses or product sold via the College’s contracted bookstores. College locations include, but are not limited to, the Pensacola, Warrington and Milton Campuses and the Downtown Center.

SPECIFICATIONS

- 1. VENDING AVAILABILITY RIGHTS:** The College will grant the following vending program rights:
 - a. The successful vendor shall have the exclusive right to make beverages and snacks available for sale and distribution on Pensacola Junior College campuses sold through vending machines, at athletic contests, festivals, and all other special events conducted at any location on the Campuses. Subject to the terms and conditions in this Agreement, the products of the successful vendor will be the exclusive beverages sold, dispensed, served or available on the Campuses.
 - b. The successful vendor shall have the right to install full service snack and beverage vending machines for the sale of snacks & beverages throughout the College. Any trademark panels placed on its vending machines must be approved by the Contract Administrator. The vendor or one of its affiliates shall retain title to all vending machines that they furnish for this agreement.
 - c. The following are exceptions to the exclusivity arrangements described in this agreement:
 - i. Products in existing inventory as of the effective date of the contract agreement.
 - ii. Products and equipment furnished to Student Government Associations (SGA) and College approved student clubs, if the successful vendor has had a first opportunity to supply the products and equipment pursuant to the following.

- a. Successful vendor shall have a first right to sponsor any designated fundraising event sponsored by SGA and student clubs during the term of the agreement by furnishing products as a donation or at a discount. If it elects to furnish products to SGA or student clubs, the successful vendor must do so at a price and on terms at least as favorable as those offered by other vendors (including donating the products, if another vendor offers to donate them). The successful vendor will designate a representative as a contact for SGA and student clubs. The SGA or student club will notify the successful vendor/designated representative in writing at least two (2) weeks before the event, and the successful vendor must respond in writing within 72 hours of receipt of notification whether it desires to sponsor the function, and if so, on what terms.
 - iii. Products and equipment occasionally donated for use at designated school functions and classroom activities for immediate consumption and not for resale.
 - iv. Products brought on Campus by non-College affiliated groups that use the Campus facilities on a temporary or periodic basis, all of which are removed after completion of the relevant activities.
 - v. Products sold through existing outsourced contracted operations including the PJC Follette Bookstore and existing food service operations.
2. **ADMINISTRATION:** The Vice President of Business Affairs (Contract Administrator) will have responsibility for the overall contract administration and will supervise the operations of the vending services provided under this contract.
3. **TERM OF CONTRACT:** The intent of this RFP is to establish a ten-year contract, renewable annually by mutual agreement of both parties. The contract period will begin on the date of approval by the College. Successful vendor shall notify the College in writing of its intention to extend the agreement at least sixty (60) days prior to expiration of the agreement.
4. **SELLING PRICES:** Selling prices for products will be determined as follows:
 - a. Prices for all snack and beverage products sold will be determined by mutual agreement between the College and the successful vendor.
 - b. The successful vendor will retain initial prices through the first three years of the contract after which the College will consider an adjustment in pricing. Any price adjustments must be submitted in writing to the Contract

Administrator at least sixty days in advance of the proposed effective date. All price adjustments are subject to approval by the College.

5. **SPONSOR RIGHTS AND BENEFITS:** The successful vendor will receive the following:
 - a. Ten (10) year agreement, annually renewable, upon written mutual consent of both parties.
 - b. Marketing Exclusivity.
 - c. Purchasing Exclusivity in Snack and Beverage Vending.
 - d. Identification in College promotional materials subject to College approval.
 - e. Category acknowledgement prominently displayed at all College athletic facilities, recognizing the sponsor as an educational partner with Pensacola Junior College.
 - f. Sampling, coupon and survey rights subject to College approval.
 - g. New product promotional opportunities subject to College approval.
 - h. On site display at College and athletic events upon mutual agreement with the Contract Administrator as to the appropriateness of the display(s) and location(s).
 - i. Other rights and benefits as may be negotiated.

6. **FINANCIAL COMMITMENT:** For the rights and benefits stated in this RFP, the College will require a one-time up-front payment plus annually earned commissions and incentives proposed by the bidder.

7. **EQUIPMENT:** Only new, clean equipment will be allowed to be placed on Pensacola Junior College sites under this agreement.
 - a. The successful vendor will provide, install, repair, maintain and re-stock the vending machines with approved products.
 - b. All vending machines shall be equipped with magnetic stripe card readers. It is the College's intent to implement the use of magnetic stripe card readers as a form of payment within the effective period of this agreement.
 - c. Installation of equipment shall be coordinated with the Contract Administrator. Vendor to specify number of days required to install machines at designated locations.
 - d. The successful vendor will provide a visible decal with a contact phone number for service, repairs, and refunds on each machine.

8. **MACHINE RESTOCKING:** Restocking machines and reporting of sales shall comply with sound accounting principles and standard industry practices. The successful vendor will be responsible for keeping their machines stocked with products as approved by the College.

9. **REPORTING:** A monthly report package is required and should be mailed to the Bursar's Office, Pensacola Junior College, 1000 College Blvd. Pensacola, FL 32504; no later than the 10th of the month, following the month reported. Report package to include the following: monthly gross sales report by machine, re-stocking report by machine, total sales tax payable by vendor, monthly total sales summary showing commission payable (if applicable) and commission check. Vendors shall provide sample of report package with RFP submittal. Commissions shall be payable against gross sales as indicated by the monthly sales report. The College will not be liable for any shortages in cash or product that may be the result of malfunctioning machines.

The College reserves the right to audit daily cash receipts received from the successful vendor's machines.

10. **ON-SITE CHANGE:** The successful vendor is responsible for making change through automatic bill changers, either built into the vending machine or separate conveniently located change machine.
11. **REFUNDS:** The successful vendor will be responsible for maintaining a minimum \$15.00 refundable allowance at each campuses Bursar's Office. Replenishing of the refund allowance will be made at least weekly.
12. **REPAIRS:** The successful vendor is responsible to provide emergency repair or replacement service within twenty-four (24) hours of any machine breakdown.
13. **SECURITY AND INDEMNIFICATION:** The College must be held blameless by the successful vendor regarding non-operable machines, beverage product condition, and the safety and well being of any vending company employee while on any of the College Campuses. Damages to and/or destruction of vending company's equipment will be the owner's/vendor's responsibility. The College will not be liable for any shortages in cash or product that may be the result of malfunctioning machines.
14. **EQUIPMENT LOCATION:** Equipment locations shall be agreed upon by the successful vendor and the College. See APPENDIX "B" for current locations. The College reserves the right to add or delete machines required as it deems to be in its best interest.

PROPOSAL RESPONSE - MANDATORY REQUIREMENTS

Proposals shall include a detailed written response addressing all of the following mandatory requirements. Proposals not meeting these requirements may be determined to be non-responsive.

1. **COMPANY PROFILE:** Vendor shall present a company profile to include:
 - a. Company overview.
 - b. Years of operation as a vending service company.
 - c. Location and description of facility from which service would be provided for the College.
 - d. The number of service technicians available to service the College's account.
 - e. Three (3) references, including at least one (1) school district or college/university which you have served or now serve.

2. **PROGRAM:** Proposal should address, but not be limited to the following:
 - a. Product List for vending machine sales, as part of the proposal to include at least the following:

Brand Name
Description
Package Size
Proposed Selling Price
 - b. Number of days required, after contract signing to have all machines in place.
 - c. Detailed information on the method of implementation of proposed program.
 - d. Vending machines shall remain the property of the vendor. Vendor will be responsible for maintenance, service, repair and moving machines as mutually agreed to. Vendor will assume all responsibility for damage caused by neglect, vandalism, or any other cause. Proposals that do not incorporate this concept will not be accepted.
 - e. Include as much information with the proposal response as possible about any additional products or services that you are willing to make available to the College in the way of funding, promotional items, scholarships, free products, product promotions, sponsorships, equipment (including merchandising barrels for cold drinks, fountain equipment and open front

refrigeration equipment for containers, and ice makers where needed), security measures, scoreboards, signage, and what projected benefits they would offer.

f. Restocking schedule

3. **INSURANCE**: During the terms of this Agreement, the successful vendor shall maintain comprehensive general liability insurance insuring the successful vendor, with The District Board of Trustees of Pensacola Junior College, Florida, named as additional insured, against all claims for damages because of bodily injury or death and because of injury to or destruction of tangible property, with the following limits of liability:

- Valid Workmen's Compensation insurance as required by Chapter 440, Florida Statutes;
- General public liability insurance against bodily injury, personal injury, and property damage, in limits of not less than \$1,000,000.00 per claimant; and \$3,000,000.00 per incident or occurrence. Such coverage shall include comprehensive general liability, contractual liability and products and completed operations liability;
- Automotive liability insurance against bodily injury and property damage, in at least the amounts of \$1,000,000.00 per claimant and \$3,000,000.00 per occurrence;

Certificates evidencing that all the previously listed insurances are in force shall be forwarded to the Director of Purchasing and Auxiliary Services prior to any work beginning. Such certificates shall clearly identify The District Board of Trustees of Pensacola Junior College, Florida as additional insured on each of the aforementioned insurances.

4. **CONTACT**: Include local mailing address, telephone number including extension, contact person's name and email address.

5. **MAGNETIC STRIPE CARD TECHNOLOGY**: The College anticipates installation of magnetic stripe card technology to campus vending equipment with the advent of this contract. The proposal should include the successful vendor's commitment to participate in the operation of the campus magnetic stripe card application to beverage vending machines. The successful vendor will be expected to purchase, install, maintain and support in its beverage vending equipment magnetic stripe card technology. Installation of magnetic stripe card equipment must be coordinated with the College. The College will be responsible for providing infrastructure connectivity to the wall jack. The successful bidder will be responsible for magnetic stripe card equipment from that point. The

beverage agreement plan should provide a plan to promote and encourage magnetic stripe card sales on campus.

6. PRICING:

The proposal should identify the proposed commission rates by selling price for sale of vended beverages for each product category, size and package sold or distributed by the successful vendor. Commission should be stated as a percentage of gross sales without deduction of any costs incurred by the successful vendor including, but not limited to taxes, repairs and service.

7. SERVICE:

The College is committed to exemplary service. The proposal should describe the service and quality control programs proposed by the successful vendor.

8. ACADEMIC AND ATHLETIC INITIATIVES:

The College recognizes that opportunities presented by academic and athletic initiatives and supported by business relationships represent an opportunity for an exchange of resources within the teaching and learning objectives of the College. Please designate funds to be used to support these academic and athletic opportunities. Equally important, please identify any expectations or limitations on the use of these funds or other resources which would support your individual objectives. Again, proposals are encouraged to be creative in identifying opportunities in these areas.

9. COPIES

The vendor shall submit one (1) original and three (3) copies of proposal.

EVALUATION OF PROPOSALS

Proposal responses will be evaluated and ranked in the following areas:

1. Compatibility and support of the College's vision and objectives.
2. Financial commitment to include initial payment, annual contribution or commission projections.
3. On-going vendor servicing and monthly management reporting.
4. Value added resources to include additional products or services that vendor is willing to make available to the College in the way of funding, promotional items, scholarships, free products, product promotions, sponsorships, equipment (including merchandising barrels for cold drinks, fountain equipment and open front refrigeration equipment for containers, and ice makers where needed), security measures, scoreboards, signage, etc.
5. The ranking shall include the following weight factors and as depicted on the Proposal Evaluation Matrix herein. (see page 12)
 - a. Cost per items 40 points
 - b. Presentation 20 points
 - c. Selection of machines and items 25 points
 - d. Accessibility and response time for repairs, service, and refunds 10 points
 - e. Compliance with contractual terms 5 points

The evaluation committee will invite the top two (2) responsive firms to give a presentation to the committee and interested members of College. The purpose of the meeting will be for those firms to present their proposal in their own words and by their own chosen method. Time limits will be detailed at the time of the invitation. The proposals and presentations will be ranked by the evaluation committee in order of acceptability to the College. The College shall have sole discretion in ranking the proposals to provide the best benefit to the College. The College reserves the right to then enter into negotiations with the top ranked responder for the purpose of detailing products, pricing structures, additional terms and conditions, including commissions earned, and other College enhancements

If an agreement cannot be negotiated with the top ranked responder, the College may terminate those negotiations and begin negotiations with the next ranked responder.

Snack and Beverage Vending Services
Proposal Evaluation Matrix

Vendor: _____

		<u>Maximum Points</u>	<u>Score</u>
1.	Cost per items <i>General Comments/Clarifications/Questions:</i>	40	
2.	Presentation <i>General Comments/Clarifications/Questions:</i>	20	
3.	Selection of machines and items <i>General Comments/Clarifications/Questions:</i>	25	
4.	Accessibility and response time for repairs, service, and refunds <i>General Comments/Clarifications/Questions:</i>	10	
5.	Compliance with contractual terms <i>General Comments/Clarifications/Questions:</i>	5	
	Total	100	

Name of evaluator: _____

Date: _____

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. In order to have a drug-free workplace program a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: _____

BIDDING FIRM OR ENTITY NAME: _____

PROPOSAL FORM

1. Vendor's one time, up-front payment for the rights and benefits specified is \$_____ plus annually earned commissions and incentives proposed by the bidder.

Commission rates offered:

Year 1-3	_____	%
Year 4-7	_____	%
Year 8-10	_____	%

2. Academic and Athletic incentives to be provided. Detail in response.

3. Number of beverage and snack machines to be provided.

Beverage:	
Can	_____
Bottle	_____
Snack	_____

4. Additional equipment provided

5. Additional incentives to be provided over the length of the contract.

6. Number of days to install machines at designated locations upon award.

Please attach additional pages if necessary.

PROPOSAL SUBMITTED BY:

FEDERAL TAX I.D. NUMBER

FIRM OR ENTITY NAME

ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE NUMBER /FAX NUMBER

TYPED OR PRINTED NAME
OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

EMAIL: _____

DATE:

APPENDIX "A"

Product Pricing

<u>Category</u>	<u>Pkg. Size</u>	<u>Price</u>	<u>Commission</u>
Soft Drink	_____	_____	_____
	_____	_____	_____
Bottled Water	_____	_____	_____
Sport Drinks	_____	_____	_____
	_____	_____	_____
Snacks	_____	_____	_____
Chips	_____	_____	_____

APPENDIX "B"
Current Equipment Location List

PJC Campus:

PJC 1 – 20 oz.
 Can
 Juice
 PJC 2 – Snack
 Combo
 PJC 4 – Snack
 Can
 PJC 5 – Snack
 20 oz.
 Juice
 Can
 PJC 6 – Snack
 Can
 PJC 7 – Snack
 Can
 PJC 8 – Snack
 Can
 PJC 9 – Can
 PJC 10- Snack
 Can
 Juice
 PJC 11- Snack
 Combo
 PJC 12- Snack
 Can
 PJC 14- Snack
 Juice
 Can
 20 oz.
 PJC 15- Snack
 Drink
 PJC 17- Snack
 20 oz.
 Juice
 Can
 Changer

PJC Campus (Cont'd)

PJC 20 – Can
 PJC 21 - Snack
 20 oz.
 Juice
 Can
 PJC 23 – Combo (WSRE)
 PJC Library –Snack
 Can
 Coffee
 PJC Track – Combo

Milton Campus :
 PJC Milton 4000 – 20 oz.
 PJC Milton 4200 - Combo
 Snack
 Can
 PJC Milton 4800 - Snack
 Can
 PJC Milton Changer

Warrington Campus:

PJC West 3200 – Snack
 Juice
 Can
 PJC West 3400 - Snack
 Combo
 PJC West 3600 - Snack
 Juice
 Can
 20 oz.
 Changer
 PJC West 3700 - Snack
 Can
 Coffee
 PJC Bldg 3100 - Snack
 Can

Downtown Campus

PJC Downtown - Snack
 Combo