

**Intent to Negotiate
Vending Services, Drink and Snack
6-2015/2016**



Due: September 24, 2015, @ 2:00 PM, Local Time

Deliver to:
Cassie Boatwright, Director of Purchasing and Auxiliary Services
Building 7, Room 737
1000 College Blvd.
Pensacola, FL 32504

Indicate the ITN number on the outside of your sealed bid envelope to assist in identifying your bid.

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluations on the date and time listed within the timeline and are held at Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504 Room 736. The College may choose to only open the individual bids and publicly announce who a bid was received from. The actual bid prices submitted will not be a public record until the date of posting or the number of days as defined in FS 119.071.

Timeline (tentative)

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this Invitation to Negotiate and the subsequent issuance of a contract for the required vending services. The College reserves the right to change the dates of any events listed.

<u>DATE</u>	<u>EVENT</u>
August 20, 2015	ITN issue date
September 12, 2015, 2:00pm	Deadline for questions and requests for clarifications
September 24, 2015, 2:00pm	Proposals due
October 1, 2015, 2:00pm	Shortlist, if necessary
October 8, 2015, 8:00am	Vendor Presentations/Negotiation Meeting
October 20, 2015, 2pm	Evaluation Committee Meeting/Final Ranking
October 20, 2015	Posting of Recommendation of Award
November 2, 2015	Board Material Submission of Recommendation of Award
January 4, 2015	Contract Commencement, Fully equipped

The timeline above is a proposed schedule. The College may amend the dates as required. All dates and locations of evaluation committee meetings will be posted in the Purchasing website <http://www.pensacolastate.edu/business-psc/>.

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SECTION I: OBJECTIVE, SCOPE, TERMS, PROCEDURES AND ORDINANCES

1.1 Objective of this ITN:

This ITN solicits a level of vending service comparable to the finest found in the higher education institutions in the United States. The College's vending Contractor provides essential services for students, faculty and staff that contribute to the social environment of the College. These services are highly visible factors that influence the recruitment, retention and overall satisfaction of the College's students.

Therefore, with input from the College, the successful Contractor shall continually implement innovations for continuous improvement of technology, merchandising, menu variety, customer satisfaction, price/value relationships and financial return.

As a matter of practice and in keeping with our quest for continuous improvement, the successful Contractor must demonstrate a willingness to be held accountable for their performance. At the College, the contracting process does not conclude when an award is made. Over the term of the awarded contract, the College will continually monitor and evaluate services received, against measurable standards and commitments.

College priorities for this contract:

Financial return in the form of commissions on vending sales and payment for the sole pouring rights on its campuses.

Ability to provide a variety of beverages including at a minimum regular soft drinks, diet drinks, energy drinks, teas, flavored waters, sports drinks, juices, and bottle waters as well as various snack and food options.

Provide sponsorship for College's athletic programs.

Provide new or recently manufactured equipment with top quality maintenance and replenishment service accepting credit/debit cards.

Establish an annual budget for allocations of product supplied for College events.

1.2 Scope of Work

The College is requesting proposals from qualified firms that provide vending services. Upon selection of the highest ranked proposer, the firm will be offered a contract to provide the College vending services. These services must be prepared to begin full-scale operations on January 4th, 2016 with all equipment in place and operational.

Contractors submitting proposals are required to respond to all College requirements as listed in the proposal specifications; however, such requirements are not intended to limit the scope or creativity of the Contractor's proposal. Contractors are encouraged to include facility and equipment plans, services, revenue enhancing programs and other benefits not included in the proposal specifications in their proposals.

Currently PSC has an exclusive beverage pouring rights agreement; accordingly merchandising of cold beverages is restricted. Vendors have option of providing proposals for Vending: Snacks

1.3 Term

The term of this contract is anticipated to be a period of five years with the option to renew the contract and five additional one-year periods, by the College's discretion, given that the contract terms and conditions remain the same and the renewal is deemed to be in the best interest of the College. However, proposers can offer additional information for consideration of a longer contract term. Please do so by indicating on the Financial Consideration – Commission Form the additional that would be offered for a longer contract term. This submission should be in addition to the anticipated term indicated.

1.4 Invitation to Negotiate (ITN)

The ITN process is a flexible procurement process that is used when highly specialized services are required. Negotiations offer an opportunity for selected finalist respondent(s) to discuss their responses with an evaluation committee and present a best and final offer that may lead to a negotiated agreement. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the College. Only representatives of the participating respondents who are authorized to negotiate and make agreements shall be involved in negotiation.

Upon evaluation of the responses, the College has the right to enter into negotiations with one or multiple vendors that appear to have submitted proposals that meet the needs and requirements of the College. The College reserves the right to negotiate concurrently or separately with short list Respondents. The College reserves the right to accept portions of a competing vendor's offering and merge such portions into one project, including contracting with entities offering such portions. The negotiations should include but are not limited to price, offering, and the terms and conditions of this ITN.

1.5 Cone of Silence (Ordinance)

From the date of issuance of this ITN, until a proposal is made, Respondent must not make available or discuss its proposal, or any part thereof, with any employee or agent of the College, unless permitted by the Director of Purchasing and Auxiliary services, in writing. Contacting the College's personnel or members of the College's District Board of Trustees, either directly or indirectly, regarding this ITN, the selection process or any attempt to further a proposer's interest in being selected, may result in proposer being disqualified and shall render the award to said proposer voidable by the College.

Questions concerning this ITN shall be directed to Cassie Boatwright at Purchasing@PensacolaState.edu and to no other person or department at the College. Questions and requests must be in writing and must be received not later than the date and time indicated in the timeline.

SECTION II – BACKGROUND INFORMATION

2.1 Institution Information

Pensacola State College, under the governance of a local Board of Trustees, is one of 28 public colleges in the Florida College System committed to affordable, open access to educational opportunities. The College offers baccalaureate and associate degrees, career oriented certificates, developmental education, adult education, GED preparation, and standard high school diplomas. In addition, the College provides specialized business and industry training, recreation and leisure courses, and community outreach and services. Pensacola State College is dedicated to maximizing educational opportunities, through a variety of delivery methods that develop the academic, career, personal, and aesthetic capabilities of individuals for the benefit of themselves and the global community.

The campuses and centers of Pensacola State College include Pensacola, Warrington, Milton, Century, South Santa Rosa, and Downtown. The number and locations may extend during the term of this contract.

As a political subdivision of the State of Florida, the College is exempt from all Federal Excise Taxes and State Sales Tax.

For more information on Pensacola State College, its students and educational environment, visit its website at www.pensacolastate.edu.

2.2 Current Contract

The existing Vending Agreement will be extended until this ITN selection process is finalized and will continue on a month to month basis with the same terms and conditions in effect until such time this new ITN solicitation is awarded.

2.3 Campus & Educational Center Locations:

PENSACOLA STATE COLLEGE
Pensacola Campus
1000 College Boulevard
Pensacola, FL 32504-8998

PENSACOLA STATE COLLEGE
Milton Campus
5988 Highway 90
Milton, FL 32583-1798

PENSACOLA STATE COLLEGE
South Santa Rosa Campus
5075 Gulf Breeze Parkway
Gulf Breeze, FL 32563

PENSACOLA STATE COLLEGE
Warrington Campus
5555 West Highway 98
Pensacola, FL 32507-1097

PENSACOLA STATE COLLEGE
Downtown Center
418 West Garden Street
Pensacola, FL 32501

PENSACOLA STATE COLLEGE
Century Campus
440 E. Hecker Rd.
Century, FL 32535

Campus maps are available at <http://www.pensacolastate.edu/campus-info-maps/>

SECTION III: PROPOSAL INSTRUCTIONS

3.1 Form of Vendor Response

Please provide one (1) original signed proposal, five (5) copies, and a complete digital copy .pdf file of the complete submitted proposal on a compact disk (CD) or flash drive in a sealed envelope. Proposer's Response to ITN shall be submitted to the Purchasing Department as specified above. Digital copies are to be an exact and complete copy of the original proposal and include all signed documents, forms, certificates and licenses. Digital copies are to be submitted in PDF format contained as one single file.

Delivery of the proposals to the College's mailroom or to any location other than the Purchasing Department does not meet the requirements for delivery. It is the sole responsibility of the Proposer to assure that the proposal is delivered according to the terms of this section. No copies of the response to this ITN shall be submitted to any other office or department at the College.

Proposals are to be delivered as specified above. Late submittals will not be accepted.

3.2 Rules, Regulations, and Requirement

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Escambia and Santa Rosa Counties, or city government applicable to submitting a response to this ITN and to providing the services described herein.

3.3 Change of Proposal

Should a Proposer desire to change their proposal, the Proposer must do so in writing. Any request for changes must be received prior to the date and hour of the proposal opening.

3.4 Withdrawal of Proposal

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and fifty (150) days after the date of the proposal opening, to provide the proposed services.

3.5 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal due date and subsequent public opening.

SECTION IV: SUBMITTAL REQUIRED INFORMATION

Submittals shall be divided into 5 segments:

Company Experience and Qualifications
Service
Technology
Total Economic Value
Additional Required Forms

SEGMENT 1: COMPANY EXPERIENCE AND QUALIFICATIONS

Include the following:

4.1 Company Information

In order to evaluate the abilities of the Proposer to perform the services requested, information about each Company must be provided to determine the Company's ability to meet all of the criteria, which are to be considered in facilitating the award of the ITN. This section identifies specific information that will assist the Evaluation Committee in providing their evaluation and ranking of proposers.

Company History

The proposer is to submit a condensed history or executive summary of the firm/business/organization. This history should include:

- a. How long the company has been in business
 - b. How long the company has been in Vending business
 - c. Number of employees
 - d. Principal place of business and number of other facilities
 - e. Other related business ventures
 - f. Name and title of officers or individuals who will be responsible for this account. Indicate the person(s) who will be authorized to make representations for the proposer. Include their title, addresses and telephone numbers.
 - g. List any pending litigation
- Label: Company Information

4.2 Staffing Plan

Operators must ensure that employees hired by the company comply with all local and federal regulations regarding citizenship, work permits and legal status. Firms will also be responsible to complete and provide for college review level two background checks.

The Vending Contractor must include details of its staffing plan to meet the requirements for vending service. The proposal must contain the expected staff levels necessary to provide adequate service during normal periods and peak activity periods at all locations. An organizational chart describing the organizational structure must be provided. The function and basic responsibilities of key management and supervisory positions should be outlined.

Label: Staffing Plan

4.3 Licenses & Certificates

The Contractor is to list and include copies of all licenses, certifications, memberships and affiliations appropriate to vending agreement. These must include County Occupational License or any other license that pertain to food and beverages vending service.

Label: Licenses & Certificates

4.4 Service Office

List the location of the office from which the service is to be managed and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.

Label: Service Office

4.5 Experience Providing Vending Services

Provide a narrative describing the corporate/company history of the firm that should include previous experience in food and beverages vending. Include history, structure, management, number of years involved in food and beverages vending and any other applicable information.

All proposers submitting a response to this ITN may provide three to five business references. Although we are requesting three to five business references, the proposer may provide additional references but not more than ten (10). The references submitted can be for present or past clients whereby the proposer has provided vending services. Please include the following information for each of the references being submitted:

- Client's Name
- Client's Address
- Client's Contact Person
- Client's Contact Phone Number
- Client's Contact e-mail
- Identify if client is presently being serviced or is a past client
- Contract Amount
- Quantity of vending machines being serviced
- Summary of Services being provided

It is requested that the contact person identified for each reference is willing and able to discuss the services being provided by your company. Contacts for submitted references should be accessible and College staff should be able to reach each of reference's point contact person to verify the services provided by the proposer.

Label: Experience Providing Vending Services

4.6 Financial Statement Requirements – Dun and Bradstreet Report

Each proposer is requested to submit a copy of financial status report prepared by Dun & Bradstreet (D&B). The Report should provide detail as to the proposer's financial and operational capability. During the final negotiation meetings with the short listed proposers, the College reserves the right, under this ITN procurement process, to request the submission of Financial Statements for the shortlisted proposers that are being considered.

Label: Financial Statements

SEGMENT 2: SERVICE

Include the following:

4.7 Description of Services

The Vending Contractor must provide detailed information describing the manner in which it plans to provide the services requested under this ITN. It is essential that the Contractor provide a clear description of the operational concepts the Contractor intends to apply to meet the College's vending requirements.

Careful evaluation of the vending program will be necessary to provide the right machines in the right locations with the right merchandise mix. The vending machine refund program, out of stocks and machine malfunctions are examples of major sources of campus and customer dissatisfaction. Those and similar problems must be thoroughly overcome for satisfactory customer relations at Pensacola State College. Include restocking schedules, response times, any customized machine graphics, and the operations plan and timeline. Include any special promotions.

Label: Description of Services

4.8 Vending Products

The vending contractor must provide a complete product list with portions sizes and prices.

Label: Vending Products

4.9 Maintenance

The Vending Contractor must provide a narrative description of the maintenance program based on requirements of this proposal. The College will not be responsible for any maintenance or repair of vending equipment. All vending equipment is the property of the Contractor and the Contractor is responsible for providing an acceptable preventative maintenance and emergency twenty-four hour maintenance and repair program. A notice providing a repair service telephone number must be affixed to each vending machine; the Contractor is required to be able to respond to service calls placed to that number twenty-four hours a day. Service calls on out-of-order vending machines must be provided within four hours; much more rapid response is necessary during normal operating hours. Texting capabilities would also be encouraged to be utilized during the placing and responding to services calls. The Contractor will provide a communication system that enables vending supervisors and the emergency repair dispatcher to promptly contact vending machine attendants and vending machine mechanics utilizing radio or telephone equipped service trucks.

The Contractor must maintain a record of service calls that include the time and date of the call, action taken, and the time and date repairs were made. Said record must be furnished to the College upon request. Vending machines are to be repainted and reconditioned as part of the regular maintenance program. Area treatment is to be maintained, repaired and repainted as necessary for appearance. The number of service personnel available to support the requirements as described in this ITN must also be included.

Label: Maintenance

4.10 Quality Control and Assurance Plan (QC/QA)

Proposer is requested to submit a proposed Quality Control and Assurance Plan with their proposal response. Proposer shall follow the following minimum requirements for QC/QA.

The following tasks will be performed by the vendor's technicians and/or supervisory personnel on a schedule determined by the College.

- 1) Clean and adjust coin, currency acceptors
 - 2) Clean and adjust credit card readers
 - 3) Inspect all product and ensure no items are out of date
 - 4) Check and adjust temperature to 36 to 40 degrees
 - 5) Blowout and clean condenser
 - 6) Clean evaporator drain and inspect for free flow
 - 7) Check service phone number, machine ID number and refund instructions posted
 - 8) Make sure all light bulbs are working
 - 9) Make sure the Vend Miser is operating properly or install device as needed
 - 10) Check all flavor strips and price labels are accurate and legible
 - 11) Check LED revolving message is current and agreed as with the college
 - 12) Check all point of sale advertising material and ensure it is current and in fresh condition
 - 13) Check State of Florida required notice properly posted
 - 14) Ensure that when a selection is made on an empty column a refund is made, no force vends
 - 15) Test vend each selection using coins, currency and credit card
 - 16) Evaluate type of vendor and product selections match to location characteristics
 - 17) Ensure that refund information is displayed
 - 18) Inspect machine sanitation inside and out and condition of immediate area
 - 19) Document procedures completed and any follow-up required
- Label: Quality Control and Assurance Plan

4.11 Refund System

Please explain how the company will handle refunds. The College is interested in real-time, electronic refund alternatives that will eliminate or minimize the use of money.

Label: Refunds

4.13 Vending Payments Additional Services

If the Vending Contractor is offering any additional services or considerations as part of its proposal, it should be listed in this Section. Contractors may include any additional information which may be helpful to the College in analyzing the Contractor's ability to provide the desired service.

Label: Vending Payments Additional Services

4.14 Vending Services for Disabled Customers

Please describe your to plan accommodate access to vending machines in compliance with Federal ADA design requirements.

Label: Disabled Customers

4.15 Local Distribution Center

The Vending Contractor must have a local distribution center. The Contractor must identify and describe this current or proposed distribution center location.

Label: Local Distribution Center

SEGMENT 3: TECHNOLOGY

Include the following:

4.16 Equipment

Proposal is requested to provide the types of equipment and the ratio of new, direct from the factory equipment that will be provided. Include any state-of-the art features and payment options.

Label: Equipment

4.17 Reports

The awarded Contractor shall provide electronic sales reports as specified by the College. All reports must be in user-friendly formats. Contractor will provide the College with the following monthly reports, on or before the 20th day of the month for the previous month's sales:

- A. Monthly cash, card, coupon sales for each vending machine by identifying number and in total.
- B. Year-to date cash, card sales for each vending machine by identifying number and in total.
- C. Complete audit trail from total gross revenues to total net commissionable revenues and commission amount earned.
- D. The successful Contractor will reconcile these records and reports with the College designee as may be requested.
- E. Total transparency is required; the College may at any time request any additional supporting details, data or reports that are directly related to the Contractor's operations at the College. The Contractor must provide any such information within five (5) business days.

Proposer is requested to provide a sample report that may demonstrate the ability to provide the requirements outlined on A-E above.

Include abilities such as the ability to electronically track machine revenue collection, product preferences by locations, and machine malfunction and corrective action

Label: Reports

4.18 Sustainability Plan – Proposed Options and Practices

The College desires to create a plan that will be favorable to sustainable products and services supports environmentally sustainable products, merchandise, or food systems as a way of contributing to the economic vitality, environmental sustainability and quality of life in the region. Each vendor must provide a sustainability plan to address the following key components

- (a) Product, Merchandise, or Food Services Management and Waste Reduction
- (b) Service Products
- (c) Chemicals and Cleaning Solutions
- (d) Energy Efficiency and Waste Reduction

Label: Sustainability Plan

SEGMENT 4: TOTAL ECONOMIC VALUE

Include the following:

4.19 Financial Consideration – Commissions

The Vending Contractor is required to propose financial return as indicated by completion of the financial return worksheet.

The selected Contractor assumes full liability for all taxes applicable to its property and income and is solely responsible for the payment of Florida State Rent tax. The Contractor's obligation will not affect the calculation of the College commissions which are earned on gross revenue after the deduction of sales tax. There will be no other deductions of any kind from gross sales preceding the calculation of any commissions payable to the College. **Bundling: Please indicate additional financial support available if multiple lots, ie. snack plus vending, are awarded.**

Response Form: Financial Return

Snack, Ice Cream and Coffee Vending		
Monthly Commission Rate	_____	% of Coffee Sales
Monthly Commission Rate	_____	% of Snack Sales
Advanced Commissions	_____	\$ Per Contract Year
Signing Bonus	_____	\$ One Time
Exclusive Rights Value	_____	\$ For Term of Contract

Cold Beverage Vending				
	Carbonated	Non-Carbonated	Energy Drinks	
Monthly Commission Rate				% of Sales
Advanced Commissions				\$ Per Contract Year
Signing Bonus				\$ One Time
Rebate Per Case on Product Sold				\$ Per Case
Exclusive Rights Value				\$ For Term of Contract

Athletic Sponsorship		
Signing Bonus	_____	\$ One Time
Discretionary Cash	_____	\$ Per Contract Year
Provide and Maintain Scoreboards	_____	\$ For Term of Contract
Athletic Scholarships	_____	\$ Per Contract Year
Free Cases of Beverages	_____	\$ Per Contract Year
Other In-Kind Support	_____	\$ Per Contract Year
Corporate Sponsorship	_____	Per Contract Year
Additional Support	_____	_____

Campus wide Sponsorship		
Signing Bonus	_____	\$ One Time
Discretionary Cash	_____	\$ Per Contract Year
Provide and Maintain Scoreboards	_____	\$ For Term of Contract
Athletic Scholarships	_____	\$ Per Contract Year
Marketing Fund	_____	\$ Per Contract Year
Free Cases of Beverages	_____	\$ Per Contract Year
Other In-Kind Support	_____	\$ Per Contract Year

4.20 Cost of Sample Vending listing of products (20 Items)

Proposer is to provide the listing price of products outlined below and submit the form with their proposal submission. Alternates and additional items can be offered. The response to this section should also include a proposed schedule for price increase requests (i.e. year 2, 3, never, etc.) Use additional forms as necessary.

Pricing		
Category	Current Price	Proposer's Proposed Pricing
20oz Soda	\$1.25	
Energy Drinks	\$2.50	
Tea	\$1.25	
Sport Drinks	\$1.25	
Juices	\$1.25	
Water	\$1.25	
Candy	\$1.25	
Chips	\$0.65	
Cookies	\$1.50	
Crackers	\$0.65	
Gum	\$0.65	
Premium Snacks	\$1.25	
Pastry: Like Honey Buns	\$1.25	
Coffee (8 oz)	\$.75	
Coffee (12 oz)	\$1.00	
Assorted Sandwiches, etc	\$2.50	
Ice Cream	Not currently offered	

4.21 Additional Considerations (Optional)

In addition to the required information to be submitted, the Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this ITN. Responses to this ITN may include descriptions of additional considerations not otherwise outlined in the equipment, service, and cost information provided in the response. Such considerations may include, but are not limited to, the following:

- Proposer-sponsored student scholarships and/or scholarship donations
- Proposer-sponsored events for students
- Sponsorship of College events and/or Promotional Initiatives of the College
- Annual or one-time Capital/Facilities Investment Contribution (restricted or unrestricted, as it relates to intended use of investment)
- Annual or one-time Funding Contribution for Student Organizations, college-wide
- Special pricing or other product-based incentives for employees and students of the College
- Other considerations that may be of value to the College

Label: Additional Considerations

SEGMENT 5: ADDITIONAL SUBMITTAL REQUIRED INFORMATION

Include the following:

4.22 Indemnification Agreement

The Contractor shall indemnify and hold harmless the College, its District Board of Trustees, its officers, employees, agents, and other representative, individually and collectively (collectively, the "College Indemnities") from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof, Liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITN and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITN or the Contract executed in connection with this ITN; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITN. This indemnification shall survive termination of the ITN and the contract executed in connection with the ITN. The Contractor must acknowledge acceptance of the entire insurance section and the Indemnification Agreement.

Label: Indemnification Agreement

4.23 Ownership Information

In order to eliminate any conflict of interest in making awards, the District Board of Trustees for Pensacola State College has requested all Proposers to provide the following information concerning company ownership.

- | | |
|------------------------|--|
| If sole proprietorship | - Owner |
| If partnership | - Owners or Partners |
| If corporation | - President or Chief Executive Officer |

Label: Ownership Information

4.24 Subcontractors or Joint Venture Information

The Proposer is to include information on any company(s) that will be used as subcontractors or are part of any proposed joint venture. This information should include the firm's name, ownership information, location and the responsibilities of each firm. If proposing a joint venture, the firm must include the joint venture agreement as part of its response. The use of sub-contractors requires the College's approval and all sub-contractors must meet state, local, county and city regulations, certifications and licensing. If the Proposer is not proposing to use any subcontractors or other firms to provide the requested service, the Proposer should indicate that this Section is "not applicable".

Label: Subcontractor or Joint Venture Information

4.25 Acknowledgement of Compliance or Noncompliance

The Proposer must provide a summary of any ITN specifications, requirements, terms, conditions, and provisions the Proposer will not conform to. This summary should include a justification and an alternative to the Section(s) that are not acceptable. Please pay special attention to all the industry and College standards and work related specifications in Section VII – Scope of Services – Vending Services. If the Proposer feels that any of this ITN's specifications are unreasonable, please bring any concerns to the College's attention at the pre-proposal conference. If the Proposer's proposal is in compliance with all ITN specifications, requirements, terms, conditions, and provisions, the Proposer should acknowledge 100% compliance to this Section.

Label: Acknowledgement of Compliance or Noncompliance

SECTION V: ITN EVALUATION PROCESS

5.1 Step 1 – Establish Short List of Vendors

The College’s Administration has selected a five (5) member Evaluation Committee to review and rank all proposals received under this ITN solicitation request. The Evaluation Committee will utilize the criteria as outlined to review, evaluate and rank all proposals received.

Upon completion of the initial evaluation and ranking process, the Committee may shortlist the proposers and may invite those shortlisted proposers to provide oral presentations to the Evaluation Committee. If oral presentations are scheduled and upon their completion, the Evaluation Committee may rank all proposers that provided the presentation(s) and recommend an additional (final) shortlist of proposers that will proceed to interviews and negotiations.

5.2 Step 2 – Interview and Negotiation with Short List Vendors

The final shortlist of proposers may be invited to the next stage, interview/negotiations. Negotiations offer an opportunity for the invited proposer to discuss their proposals in greater detail with the College’s evaluation team. The College reserves the right to negotiate prior to award with the highest ranked proposers for purpose of addressing the matters set forth, but not limited, to the list below. Negotiations may be in person, by teleconference or any other means as the best interest of the College indicates. During this evaluation, the criteria listed as Section 5.6, Selection Criteria, will be used to determine the vendors to be invited to respond with best and final offers.

1. Resolving minor differences and editing errors
2. Clarifying necessary details and responsibilities
3. Emphasizing important issues and points
4. Receiving assurances from Vendors regarding key points
5. Obtaining the highest and best total value agreement

5.3 Step 3 – “Best and Final” offer from Short List Proposers

Step three in the ITN process will allow for shortlisted proposers that have been invited to negotiate with the College to submit a Best and Final Offer (BAFO). A BAFO should include the best offer provided by any of the shortlisted proposers after all negotiation have been exhausted. The Negotiation’s period shall be dictated by the College and each shortlisted proposers will be notified when to submit their BAFO to the College. The College reserves the right and may extend the BAFO period and allow for the shortlisted vendors to clarify and/or amend the BAFO based on negotiated concessions or other agreed service levels. After all BAFO’s have been evaluated the Evaluation Committee may reconvene in a publicly advertised meeting to provide their final deliberations and ranking.

The final recommendation of the ITN Evaluation Committee shall be based upon the initial written response, ranking based on Selection Criteria, negotiation session(s) and Best and Final offer(s). The College will then rank proposers with a ranking of 1st, 2nd, 3rd, 4th, etc. The vendor having the best ranking will be the recommended awarded vendor. Such recommendation may be subject to approval by the College President and District Board of Trustees. The objective of this selection process is to identify Best Total Value Proposals that will best serve the College in providing the required services.

5.4 Evaluation Committee Meetings, Interviews and Presentations

All Evaluation Committee meetings that are scheduled are open to the public and in compliance with Florida Sunshine Law. The Evaluation Committee will review all responsive proposals, may shortlist and invite proposers for interviews and oral presentations and may request site inspections to locations being serviced by proposer. Upon completion of all ITN evaluation, interviews/oral presentation(s) and negotiations, the Evaluation Committee will provide their final ranking recommendation to the College President and the District Board of Trustees for ratification of the award. As per

State of Florida 286.0113 - General exemptions from public meetings; Oral Presentations and Negotiations related to this ITN solicitation procurement selection are not open to the public.

5.5 Response to the ITN

It is recommended that prospective proposers to this ITN submit as much information as necessary to fully and completely respond to all sections of this ITN. The College understands that responding to this ITN solicitation includes providing requested forms and/or information to be evaluated. In the event proposer does not include all requested information in its submission, the College reserves the right, in its sole discretion, to request such information from proposer. The College will provide a period for such requested information to be submitted to the College's Purchasing Department. If the requested information is not submitted by the date and time allotted by the College, then the proposer's submittal may be deemed "Non-Responsive" and may receive no consideration under this ITN procurement process.

5.6 Selection Criteria

In evaluating the proposal responses to this ITN, the College will consider a number of factors. These factors will include, but may not be limited to, the criteria listed. Under each criteria there are subcategories that may be utilized in assisting an Evaluation Committee member in evaluating the criteria. This in no way limits the Evaluation Committee member's ability to subjectively determine the ranking of the subcategory information that may be used to evaluate each criteria; it merely serves as a guide.

I. COMPANY EXPERIENCE AND QUALIFICATIONS

- Qualifications of company personnel
- Corporate and local management support structure
- Contract management
- Product and cash control systems
- Innovations
- References

20 Points

II. SERVICE

- Preventive maintenance and service provisions
- Restocking schedules
- Response time
- Pensacola State College customized machine graphics
- Refund process
- Special promotions
- Operations plan and timeline

20 Points

III. TOTAL ECONOMIC VALUE

- Vending commissions rates by % and \$
- Advanced commissions
- Guarantees
- Retail pricing
- Financial innovations
- Growth Incentives
- Marketing funds, in kind donations

40 Points

IV. TECHNOLOGY

- State-of-the-art features
- Reporting Abilities
- Payment options
- Ability to track machine revenue collection
- Ability to electronically track product preferences by location
- Ability to track and machine malfunction and corrective action
- Sustainability

20 Points

5.7 Final Decision

The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final. The College reserves the right to award drinks to one vendor and snacks to another.

5.8 Acceptance/Rejection of Proposals

The College may, at its sole and absolute discretion, reject any and all proposals; re-advertise this ITN; postpone or cancel this ITN process at any time; or waive any minor irregularities in the ITN or in the proposals received as a result of this ITN. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made as a result of this ITN, shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services described in the ITN. The submittal of a proposal will be considered by the College as constituting an offer by the Proposer to perform the required service at the stated fees included in their proposal.

5.9 Protest of Intended Decision

A notice of intended decision to recommend or reject proposals shall be posted in the Purchasing Department and College website at <http://www.pensacolastate.edu/business-psc/>. In the event an unsuccessful Proposer desires to protest the College's notice of intended decision to award or reject a proposal, that Proposer shall be required to file a notice of protest with the Director of Purchasing, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed. Failure to file a protest that complies with Section 120.57(3), Florida Statutes, within the time prescribed herein shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

5.10 Assignment of Vending Contract

It is expressly understood and agreed by the parties hereto that the Contractor shall not be permitted to assign, sublet, pledge, hypothecate, surrender, transfer or otherwise encumber or dispose of the Contract, or any interest in any portion of same without the formal written consent of the College.

Proposed use of any sub contract companies, or individuals performing services as independent contractors, must be fully detailed the proposal to include copies of all Agreements and financial terms between the parties. Total transparency is required.

Any approval by the College will be contingent upon satisfactory review of the above as well as proof of liability and vehicle insurance.

It shall be understood that any such assignments, if approved, from the Contract shall not in any manner whatsoever release the Contractor from responsibility for performing any provisions of this Agreement, or from liability for the breach thereof.

5.11 Public Records

Unless specifically exempted by law, all information supplied to the College is subject to disclosure by the College under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The College shall permit public access to all documents, papers, letters or other material submitted in connection with this ITN and the Contract to be executed as result of this ITN selection process, subject to the provisions of Chapter 119.07 of the Florida Statutes.

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is confidential information and reference the statutory law that protects this information from being disseminated as a result of a public records request. Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07, just labeling a document "confidential", "trade secret" or proprietary" is not sufficient justification for the College to withhold such documents in response to a public records request for such documents.

Instead, the proposer must provide the specific basis on which it claims the College may withhold the documents from public disclosure according to Florida's statutory requirements.

SECTION VI: ADDITIONAL SPECIFICATIONS

6.1 Service Specifications:

- 6.1.1 All Contractor personnel operating on campus must be dressed in clean, distinctive uniforms. All contractor personnel will affix photo identification badges conspicuously on their clothing at all times while at any college location.
- 6.1.2 The Contractor's proposal must contain detailed information describing the manner in which the Contractor plans to discharge its responsibilities. It is essential that the College have a clear understanding of the operational concepts the Contractor intends to apply to the College's vending service program.
- 6.1.3 Products dispensed from machines must be fresh (no stale or outdated merchandise), top-grade and known to the general public by brand name of manufacturer.
- 6.1.4 The Contractor is expected to provide a wide variety of snacks and beverages, including healthy selections. Visual markers should be used by the Contractor to identify the healthy items.
- 6.1.5 The Contractor will use their best efforts to provide any additional varieties of vended products and package sizes that may be requested by the College.
- 6.1.6 The Contractor shall provide a full listing of all vended products to be sold that includes the product, brand, volume/weight, and retail price to the consumer.
- 6.1.7 The College reserves the right to prohibit the sale of chewing gum.
- 6.1.8 Significant changes to proposed product selections or package sizes must be pre-approved by the College.
- 6.1.9 The College shall not be responsible for any damage to merchandise or equipment due to high ambient temperatures.
- 6.1.10 A representative of the College's Auxiliary Services Department, or its designee, may accompany the Contractor's route service employee at any time to observe when cash collections are made and meter counts are recorded. These receipts will be jointly tabulated by the College and the route employee at a location and means determined by the College.
- 6.1.11 All vending machine placements must be new vending machines or like-new vending machines. "Like-new vending machines" are defined as those latest state-of-the-art vending machines that are ADA compliant and less than three (3) years old and have been refurbished immediately prior to installation.
- 6.1.12 Contractors will indicate the number and type of brand new, from the factory, machines to be installed. Any replacements of vending machines or additions of vending machines during the contract term shall be with new machines or College-approved like-new vending machines.
- 6.1.13 At no time during the contract term or renewals, will any vending machine be on location more than five (5) years from date of installation. Exceptions may be granted at the sole discretion of the College.
- 6.1.14 The College requires that all vending equipment and service procedures be maintained at the then state-of-the-art condition over the entire term of the contract.

- 6.1.15 Vending machines will not be operated in a "force vend" mode; machines will be programmed to return customers' money, or credit card, if a selection is not available or voided.
- 6.1.16 All machines must comply with current Americans with Disabilities Act guidelines and/or any FDA labeling guidelines imposed during the life of this Contract.
- 6.1.17 The Contractor may not move or change machines without prior written approval by the College. Unilateral placement or removal of vending machines by Contractor is not authorized. The College reserves the right, at its sole discretion, to have any vending machines removed from College property.
- 6.1.18 Ownership of all vending equipment shall remain with the Contractor. The Contractor assumes all risk of damage or theft, however, the College will use reasonable precautions to protect the Contractor's equipment.
- 6.1.19 All equipment must be aesthetically appealing, as determined by the College. When three or more machines are placed together at one location, the equipment will be the same height to give the uniformity of appearance.
- 6.1.20 Contractors should submit renderings with their ITN of area décor and machine front custom graphics for banks of equipment in their proposal.
- 6.1.21 All machines will utilize paperless data retrieval technology to electronically record sales and product movement at the point of service.
- 6.1.22 All vending machines in all College locations must be debit/credit card equipped at the time of installation.
- Note: College does not have a proprietary college card at this time. However, if and when one such card is set up/implemented vending machines must be equipped to accept.
- 6.1.23 The Contractor is responsible for maintenance of the vending areas. In order to assure a high level of service, efficiency, cleanliness and attractiveness and to keep the facilities safe and sanitary, the Contractor has custodial maintenance responsibilities for these areas and is required to fulfill those responsibilities to the satisfaction of the College. The Contractor will be responsible for the frequent cleaning and servicing of all vending equipment and the routine cleaning of all vending areas including the removal of empty cartons to the outside College designated dumpster
- 6.1.24 There will be no upcharge, minimum, or dual pricing associated with use of credit cards

6.2 Vending Hours of Operation

Vending machines are operational during all hours that the buildings are open typically 7:00 am - 11:00 PM, Monday thru Friday, Weekends – Some locations are open on Saturday's, schedule can be discussed with the selected vendor upon award of contract.

6.4 Vending Equipment

Vending machines are to be furnished by the Contractor. All vending equipment must be approved by the College prior to installation.

All equipment in each area shall be matched in height and color to give uniformity in appearance and be aligned and bolted together for the neatest possible appearance. The equipment shall be equipped with debit/credit card readers, coin/bill acceptor mechanisms accepting any combination of nickels, dimes and quarters or \$1.00 and \$5.00 bills. If any machine cannot refund all of the customer's money up to the moment of product selection, the machine must be labeled with appropriate customer information. The Vendor will supply and replenish a minimum of \$50 to the Cashier's Office for refunds under \$5.00.

All machines will meet specifications of the United States Public Health Federation and the National Sanitation Foundation. All machines must have the approval of the Underwriter's Laboratories, Inc. All machines must be equipped with metering devices unless otherwise approved by the College.

The general requirement for vending machines is that machines will be multiple issuing machines of late design and of the style and size that are best suited to a given location. Generally, machines are to be of the following types: hot beverage vendor (cup, coffee, espresso, cappuccino, chocolate); 20-oz. plastic bottle beverage vendor; 12-oz. cold can beverage vendor; refrigerated milk vendor (bottle); candy/snack/pastry vendor; ice cream vendor; cold food vendor (perishable products, such as breakfast foods, sandwiches, yogurt, pudding and microwave popcorn); frozen food vendor (microwavable). Fresh food such as breakfast items and sandwiches are currently provided at certain locations.

On or before November 23, 2015 the selected Contractor will provide the College with a schedule of all equipment installed in the College by location and type. For record keeping purposes of both parties, initial and subsequent equipment installation shall be identified by equipment identification number, manufacturer and location. Records shall be updated upon any change.

6.5 Capital Expenditures

Any capital expenditure the Contractor makes to carry out the contract is a business risk the Contractor must assume. The College will not be obligated to reimburse unamortized capital expenditures or renew the contract if the Contractor has been unable to recoup their capital expenditures during the term of the contract.

The College shall have the authority to require the Contractor to change the location of the vending machines, or to require the Contractor to increase or reduce the number of machines in use at any given time. It is not the intention of the College to make unreasonable demands upon the Contractor; requests for additional machines or new vending locations may be considered as experimental projects. Changes made under an "experimental status" may be continued or discontinued at the conclusion of the experimental period. Experimental projects will be subject to mutual agreement between the College and the Contractor. The College may require the Contractor to make additions, deletions, or other modifications with respect to the various items provided through the vending service without violating any provisions of the contract(s).

6.6 Maintenance

The Vending Contractor is responsible for maintenance of the vending areas. In order to assure a high level of service, efficiency, cleanliness and attractiveness and to keep the facilities safe and sanitary, the Contractor has custodial maintenance responsibilities for these areas and is required to fulfill those responsibilities to the satisfaction of the College. The Contractor will be responsible for frequent cleaning and servicing of all vending equipment and the routine cleaning of all vending areas including the removal of empty cartons to the outside trash collection receptacles. In all vending areas the contractor is expected to clean up all spills. Prior to equipment installation, at the beginning of the contract period, the contractor will pressure clean the vending areas. Thereafter, at least one time per year the contractor will move the vending equipment and pressure clean the floor and wall areas under and behind the vending equipment. Major custodial maintenance shall be

scheduled during the slow sales period between the College's academic terms. A single point of contact should be provided to report spills, broken equipment or any issues related to equipment or vending surrounding areas.

6.7 Vending Gross Receipts

The term "gross receipts" as used herein shall be construed to include all card charges and monies inserted into the vending machines of the Contractor. Any sales taxes imposed by law and directly paid by the Contractor to a taxing authority shall be paid by the Contractor after the percentage of gross receipts has been computed and paid to the College.

Commissions shall be paid on the Contractor's revenue losses resulting from theft of money or product from equipment at the College. Test vends by the Contractor shall be excluded in determining gross receipts. A representative of the College may accompany the Contractor's employees when meter counts and money collections are made at any time. Revenue discrepancies from the composite of these collections that are reported on the monthly statements shall be justified by the Contractor in writing as part of such monthly statements.

6.8 Services

In the operation under the Contract herein granted, the Contractor and its agents and employees shall:

Conduct its operations in an orderly manner so as not to annoy, disturb or be offensive to customers, patrons, or other tenants in the buildings where the Contractor is providing service.

Immediately remove any of its agents, and/or employees from the College's premises when requested with cause to do so by the College's representative, any and all such removals shall be in the name of the Contractor and the responsibility therefore shall be assumed by the Contractor. It is understood and agreed between the College and the Contractor that the intent of this Contract is that the Contractor will provide a service, and the College does not have the right to control the Contractor's actions as it would have the right to control the action of its employees or agents. The College does require that the Contractor's employees or agents conduct themselves in a manner that does not discredit the College.

At all times and during all term periods under this Contract, the selected contractor shall maintain all equipment in a neat and orderly condition and appearance.

Do all things reasonably necessary or required by the College's representative or his designee to maintain the highest standard of quality and management for the operations contemplated by the Contract.

6.9 Products

It is expressly understood and agreed that the College has the exclusive rights to approve the items to be sold and to determine if and when such items are unsuitable. The Contractor shall discontinue the sale of any item on written request by the College. It is not the intention of the College to place unreasonable restrictions upon the Contractor that would seriously affect the Contractor's profit margin; however, the College reserves the right to restrict the sale of products which are potentially damaging to its interests.

6.10 Locations

The Food and beverages vending Contractor will be granted the right and license to provide food and beverages vending in existing facility locations.

6.11 Prices

The Contractor shall follow the submitted pricing structure for the contract term ending December 31, 2016.

The sales price of all products shall not be higher than the price normally charged at higher education facilities or to the public local to each campus. If the Proposer desires to make price changes on products after the first year or partial year of service under this agreement the Proposer must submit a written request for such changes together with specific justification for such changes. The College will review the agreement annually and it is at this time that any request for price changes are to be submitted by the awarded vendor to the Director of Purchasing and Auxiliary Services for evaluation and agreement of all prices effective for the new contract year. All request must be made by October 1, for the following new contract year beginning the following January 1st. The College will either approve or disapprove. It is the intention of the College to approve changes in sales prices, or other financial relief, when the basis for adjustments are quantified and well documented and such changes are necessary to provide a fair and equitable profit margin for the Proposer.

6.12 Payment Types

It is the College's desire that all food and beverages vending machines to be placed in service under this service agreement to accept cash, credit cards, and bank debit cards method of payments.

6.13 Staffing

The College is of the opinion that the performance of the Contractor's staff, particularly managers and key supervisory personnel, influences customer satisfaction or dissatisfaction more than any other variable. This is why the College expects any deviation from the original proposed personnel involved in the services of this agreement be communicated immediately to the Auxiliary Services Department of the College.

The Contractor will provide its employees with proper instructions and training in customer relations as well as the functional job requirements and must instill Excellent Customer Service to all its employees which is the standard to be followed at Pensacola State College. The College may require the Contractor to remove any of the Contractor's employees from the College's premises for any reason sufficient to the College; all such removals will be made in the name of the Contractor.

6.14 Removal of Food and Beverages Vending Contractor's Property

All personal property placed on the premises by the Food and beverages vending Contractor shall be removed on or before the expiration of the Contract. In the event of termination, the Contractor shall have five (5) days exclusive of Saturdays, Sundays and holidays, after notice of termination in which to remove its property. If the Contractor fails to remove its property upon expiration or termination hereof, the College may, at its own option, as agent for the Contractor and at the Contractor's risk and expense, remove such property to a public warehouse, or retain the same in its own possession, and after the expiration of thirty (30) days, sell the same at public auction, the proceeds of which shall be applied first to the expense of the sale; secondly to any sums owed by the Contractor to the College; and any balance remaining shall be paid to the Contractor. Any excess of the cost of removal over the proceeds of sale shall be paid by the Contractor.

6.15 College Ordinances and Regulations

The Contractor shall observe and obey all the laws, ordinances, regulations and rules of the District Board of Trustees, Pensacola State College and the Federal and State Governments, which may be applicable to its operations under the Contract.

The Contractor shall comply with all Federal, State and local laws and ordinances respecting the safety, health, sanitary codes and employment, permit requirements and all other legal requirements that may be applied to the operator of the facilities covered by this Contract.

The Contractor, at its sole expense, will obtain and maintain all permits and licenses necessary for its operations under the Contract. The Contractor agrees and warrants that in the performance of the Contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion or national origin in any manner prohibited by the laws of the United States or the State of Florida.

The College's representatives or designee degrees shall have the right to, and shall adopt and enforce reasonable rules and regulations with respect to the use of the premises at the Pensacola State College and related facilities, which the Contractor agrees to observe.

6.16 Utilities, Garbage Removal, Pest Control, Advertising and Signs

The College shall furnish and maintain the following utilities for the Food and beverages vending facilities: electricity, water and sanitary sewage disposal at no cost to the Contractor. In addition, the College agrees to furnish air conditioning and heating as needed. The College will have no obligation to provide utilities to the premises in addition to those existing at the time of the execution of the Contract.

The College shall not be responsible for damage to the Contractor's merchandise or equipment in case of break-in or burglary, power failure due to hurricane, electrical storm or other acts beyond the reasonable control of the College. The College does not guarantee uninterrupted service in providing any utilities. The Contractor agrees to hold the College harmless from any loss or damage, which may arise as a result of the failure of any utility service. The Contractor agrees, in the event of a power or refrigeration failure that might result in damage to perishable products, no such product will be sold until the Contractor has checked the product.

The College will provide convenient trash and garbage collection receptacles for the Food and beverages vending and vending operations at no expense to the Contractor. The College shall be responsible for providing effective pest control measures in all food and beverages vending facilities and Vending equipment.

The Contractor shall not erect, maintain or display any signs without the approval of the College.

6.17 Inspection by the College

The College, through its representatives, may make periodic inspections of all the Contractor's facilities and vending equipment, inside and out, to determine in such are in conformity herewith. The Contractor shall make all improvements as may be reasonably required by the College's representatives from time to time.

The Contractor will cooperate with the College to insure that the facilities are appropriately managed. The Contractor must provide an inspection form to be jointly used by the Contractor and the College for frequent inspections of the facilities. The form is to be developed specifically for the College operations and is to require observation and evaluation of employee appearance, attitude, performance; sanitation and appearance of the facility and equipment; comparison of actual prices to the approved official price list, etc. In effect the form is to be a checklist developed by the Contractor's management to measure performance against standards and commitments.

6.18 Repairs and Alterations

The Contractor may be required by the College to repair, rebuild and repaint all or part of the premises which may be damaged or destroyed by the acts or omissions of the Vending Contractor, and shall return the

premises, upon expiration or termination of the Contract, to the College in the same condition that existed at the commencement of the Contract, except for normal wear and depreciation.

The College shall have the absolute right to make any repairs, alterations, or additions to the buildings free from any and all liability to the Contractor herein for loss of business or damages or any nature whatsoever occasioned during the making of such repairs, alterations or additions. It is not the College's intent to unduly penalize the Contractor as the result of needed repairs or alterations; however the College must reserve the right to take action to renovate or improve the facilities in the College's best interests. In the event such action shall present severe hardship to the Contractor, the term of Contract and the rental payments shall become negotiable.

6.19 Accounting Record and Payments

6.19.1 Availability of Vending Records

All monthly commission reports shall be submitted to both purchasing@pensacolastate.edu and cashier@pensacolastate.edu. Checks should be submitted to the College at the attention of the Cashier's Office. The Contractor shall maintain all books and records customarily used in this type of operation in accordance with generally accepted accounting practice and standards, and copies of State and Federal Tax Returns, for such period of time thereafter as provided herein.

The College's representative shall be permitted to examine and audit during ordinary business hours, those portions of such records and books of account pertaining or related to the gross receipts of the Contractor and State and Federal Tax Returns, provided that the Contractor shall not be required to maintain such records and books of account pertaining to transactions occurring during any annual period for more than five (5) years after the end of each annual period.

Prior to the commencement of the term of the Contract, the Contractor shall receive approval from the College's representative, of any recording machines or records such as, but not limited to, cash registers, tapes, books, ledgers, journals, sales slips, and invoices, installed or used for the purpose of temporarily or permanently recording the gross sales or related transactions of the Contractor. All cash registers used shall be equipped with customer counting devices. Cash registers must have key locks on clearance controls, and be designed with non-resettable cumulative totals, and should have tapes for submission to the College.

For additional sales locations outside of the food and beverages vending, the food and beverages vending Contractor's proposal must also contain information how sales will be accurately documented at these satellite locations. Include sample forms if cash registers are not proposed for these sales locations.

6.19.2 Accounting Records

The Contractor will maintain separate books, records and accounts relating to the operation of the Agreement in a form and manner satisfactory to the College. The Contractor will provide the full cooperation of the Contractor's staff to assist the College in the verification of the accuracy of commissions for the Food and beverages vending and Vending operations. At the close of each accounting period the Contractor will provide the College's representative an Income Statement for the month's operation and year to date.

6.19.3 Certified Sales Statement

At the end of the Contractor's fiscal year, the Contractor shall render an audited and certified statement by a Certified Public Accountant, which shall include an opinion as to the computation and

payment of the monthly commissions, reconciling these monthly payments with the annual gross sales and clearly expressing whether or not, according to this contract, the contractor is liable for additional payments to the College. The audit will be performed in accordance with generally accepted auditing standards. This certified statement must be delivered to the College's representative not later than 90 days after the end of the audit period. This is to be submitted electronically to both

6.19.4 Price List

The Contractor is to maintain an updated complete price list of all items currently being sold. At the beginning of each contract year the Contractor is to submit a copy to the College's representative. The list is to include portion size as well as retail price. A price list may be requested at any time by the College; such a report is to be submitted within ten (10) days after the College requests the list.

6.20 Insurance Requirements

6.20.1 Insurance Coverage

The Contractor, in its own name as insured, shall secure and pay the premium or premiums for policies of insurance with the following minimum limits:

- A. Commercial General Liability Insurance with minimum limits of \$2,000,000 per occurrence/ \$5,000,000 aggregate for bodily injury and property damage combined for cafeteria and/or vending operations. The general liability coverage shall be on a comprehensive form and include fire legal liability, premises/operations, products/completed operations, contractual liability, independent contractors, broad form property damage, personal injury, and broad form vendor's coverage.
- B. Automobile liability shall have minimum limits of \$1,000,000 for bodily injury and property damage combined; the automobile liability coverage shall include coverage for all owned, non-owned and hired vehicles.
- C. Workers' Compensation, with statutory limits as required by Florida law and Employers' Liability Insurance with minimum limits of \$500,000 bodily injury each accident / \$500,000 bodily injury by disease each employee.
- D. Each policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of the contract.
- E. The Contractor shall have the District Board of Trustees of Pensacola State College named as an additional insured, by policy endorsement, to all of the insurance required in paragraph A. and B. above.

6.20.2 Certificates of Insurance

As to any insurance required by the contract an original Certificate or Certificates of Insurance shall be delivered to the College prior to the commencement of operations and prior to the expiration date of each expiring policy, The Contractor agrees to provide at least thirty (30) days prior written notice, by Registered Mail, to the College's representative, at the College's Auxiliary Services Office, of any cancellation, termination or material change or modification of coverage. The contractor shall also provide copies of the required Additional Insured policy endorsements prior to commencement of operations and prior to the expiration of applicable policies.

If at any time, any of the policies become unsatisfactory to the College as to form or substance, or if any of the carriers issuing such policies become unsatisfactory to the College, the College has the right to require the contractor to promptly obtain a new and satisfactory policy in replacement. If determined necessary by the College's representative, the contractor shall deliver a copy of any policy required herein for review.

6.20.3 Optional Insurance Policies

The procuring of the insurance required under the agreement shall not relieve the Contractor of any obligation or liability assumed under its agreement including specifically the Indemnification Agreement. The Contractor may carry at its own expense such additional insurance as deemed necessary. The Contractor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the Contractor's operations within the scope provided for under the agreement, and shall cooperate with the insurance carrier in all litigated claims and demands arising from said operations which the insurance carrier or carriers are called upon to adjust or resist.

6.20.4 Maintenance of Insurance

In the event that the Contractor shall fail to maintain, keep in force and provide evidence of Commercial General Liability Insurance, Workers' Compensation Coverage, Automobile Liability Insurance and other insurance coverage, as hereinabove provided, the College shall have the right to cancel and terminate the agreement forthwith and without notice. The Contractor's proposal must contain a statement acknowledging this clause.

SECTION VII: GENERAL TERMS & CONDITIONS

7.1 Terms

The term of this contract is anticipated to be a period of five years with the option to renew the contract for an additional (5) one-year periods, by the College's discretion, given that the contract terms and conditions remain the same and the renewal is deemed to be in the best interest of the College. The College anticipates the contracted services to commence on January 4th, 2016 with the first contract term expiring December 31, 2020.

7.2 Notification of Commencement

The Contractor will be expected to commence operations no later than January 4th, 2015. The College reserves the right to inspect the operations and the vendor will make necessary adjustments. Said representative may, upon receipt of such notice, examine all newly installed equipment.

7.3 Termination of Contract

The Contract shall be cancelable at the option of the College for nonperformance of any of the contractual obligations of the Contractor. This can be accomplished by sending written notice thirty (30) days prior to cancellation by Certified Mail-Return Receipt Requested to the Contractor's corporate office and if no objection to cancellation is filed in writing, sent by Certified mail-Return Receipt Requested, in the office of Purchasing and Auxiliary Services, 1000 College Blvd., Pensacola, FL 32504 or if a cure is not made to the reasonable satisfaction of the College within 30 days, then said Contract will be deemed fully canceled as though a formal document of cancellation had been entered into by and between the parties at the expiration of the 30 day period. The College may cancel the Agreement at any time upon thirty (30) days written notice for any one or more of the following reasons:

1. Quality of services required or maintenance of equipment is unsatisfactory to the College as determined by the College's representative after service of a ten (10) day notice to correct. Cessation or diminution of service including, but not limited to,
2. Failure to maintain adequate personnel or equipment shall constitute grounds for notice to correct.
3. Failure to comply with any of the terms of the Contract after reasonable notice to correct.
4. Either party may cancel this by written notice to the other party on hundred eighty (180) days prior to the effective date of such cancellation.

7.4 Contract Renewal

The Contractor shall notify the College of its desire to renew or not to renew the Agreement at least one hundred eighty (180) days before termination of the first 5 year contract period. At least ninety (90) days before termination, the College shall notify the Contractor of its intent to accept or not accept the renewal.

7.5 Holdover Contract

At the end of the term the Contractor will be responsible for continuing the operation of the facility until a subsequent operator relieves him. The holdover Contract will be on a month-to-month basis on the same terms as the Contract. The month-to-month holdover Agreement is limited to a maximum of one hundred eighty (180) days. The College will give the Contractor thirty (30) days' notice of the termination of the holdover Contract.

7.6 Bankruptcy

In the event that a voluntary petition is filed by the Contractor under the bankruptcy laws of the United States, or if an involuntary petition is filed against the Contractor and is not discharged within a reasonable time, or if the Contractor makes a general assignment for the benefit of creditors, the College may terminate this Contract, without prejudice to any rights hereunder.

7.7 Written Contract Requirement

This solicitation document, recommended award, approval of award, and the awarded vendor's submittals in response to this intent to negotiate will stand as the written contract. All Pensacola State College Purchase Order terms and conditions are hereby incorporated by reference. These terms and conditions can be found at <http://www.pensacolastate.edu/docs/vendors/TERMSandCONDITIONS-for-new-po.pdf>.

7.8 Modification of the Contract

The documents constituting the entire contract may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the parties. The contractor agrees that no representations of warranties shall be binding upon the College unless expressed in writing. Any failure by the College to insist on the firm's performance of any provision of the contract or the waiver by the College of the Contractor's performance of any provision shall not be deemed a permanent waiver by the College of that provision, nor shall each failure effect the College's right to insist on the firm's performance at any other time. Any failure by the firm to insist on the College's performance of any provision of the contract or the waiver by the firm of the College's performance of any provision shall not be deemed a permanent waiver by the contractor of that provision, nor shall such failure affect the contractor's right to insist on the College's performance at any other time.

7.9 Applicable Law

The firm shall comply with all federal, state and local laws, rules and regulations ("Laws") applicable to the Contractor's response to the ITN, the contract executed in connection with the ITN, and the provision of services under the ITN and the ITN contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution.

The parties hereby irrevocably submit to any suit, disputes, actions or proceedings arising from or in connection with, the contract shall be determined before the United States District Court for the Southern District of Florida or if jurisdiction is not available therein, the jurisdiction of any State court in Miami-Dade County, State of Florida. The ITN process, the award process and the contract between the College and the Contractor shall be governed by and construed in accordance with the laws of the State of Florida, and Miami-Dade County, Florida and shall not be the forum for any lawsuits arising from an incident in the contract.

Laws applicable to the College - organized under the laws of the State of Florida, and the rules of the State Board of Education, which is a political subdivision of the State of Florida, and as such, must be operated in accordance with the Statutes of the State of Florida and the rules of the State Board of Education. This ITN and the contract to be executed in connection with the award of this ITN must be modified in accordance with any statutory requirement of the State of Florida.

7.10 Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work requested. The Contractor and/or its employees are in no respect to be considered any agent or employee

of the College. This contract specifies the work to be done by the firm, but the method utilized to accomplish the work shall be the responsibility of the firm and approved by the College.

7.10.1 Subcontracting

Contractor may subcontract services to be performed hereunder with subject to prior written approval of the College, which shall not unreasonably withhold approval. No such approval will be construed as making the College party of, or to, such subcontract, nor shall approval be construed as subjecting the College to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; despite such subcontracting the College shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. All sub-contractors must have all appropriate licenses, certifications, permits and insurance. The College has the right to request to remove or replace the Contractor's representative which may include any employee, agent, subcontractor or other representative. Include in proposal response any subcontracts to be utilized.

7.10.2 College Representative(s)

Unless provided elsewhere in the contract, the College may authorize representative(s) to act on behalf of the College on all matters relating to the contract and/or services being performed hereunder. The representative(s) shall decide all issues which may arise as to the quantity, character and quality of services performed or to be performed pursuant to the contract.

7.12 Building Codes

All designs and construction shall meet all applicable building codes including SREF, Florida Building Code, NEC, or others that may apply.

7.13 Specification Deviations

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with all of the ITN specifications, and the successful firm shall be held responsible therefore. Deviations must be explained in detail and submitted.

7.14 Publicity Release

The Contractor agrees not to refer to award of this contract in any commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the user or the College.

Additional Pensacola State College General Conditions are listed below. In the event there is a contradiction with this ITN and the following General Conditions for Formal Solicitations, the ITN shall prevail.

GENERAL CONDITIONS FOR FORMAL SOLICITATIONS

INCLUDING ITBs, RFPs, RFQs, and ITNs

<p>SEALED PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form may be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. Pensacola State College Purchasing and Auxiliary Services Department will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p>DEFINITIONS: [College] refers to Pensacola State College, [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document. [ITB] and [RFP] may be used interchangeably throughout this document.</p>
<p>EXECUTION OF PROPOSAL: Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p>PROPOSAL OPENING: Shall be public, at the address indicated on the ITB document, on the date and at the time specified on the proposal form. Proposals will not be evaluated at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax or telephone will not be accepted.</p>
<p>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to the District Board of Trustees Pensacola State College to authorize College administration to award a contract with the proposer offering the best value to the College.</p>	<p>NO BID: If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID", and explain the reason.</p>
<p>AWARDS: As the best interest of the College may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order.</p>
<p>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, typed or printed in ink, and includes all packaging, handling, shipping charges and delivery to the destination shown herein. contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>	<p>COSTS: The College is not liable for any costs incurred by a proposer in responding to this ITB, including those for presentations, when applicable.</p>
<p>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p>MISTAKES: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p>
<p>SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. Failure to comply with the condition will be considered as a breach of contract.</p>	<p>UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p>PAYMENT: Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p>INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Pensacola State College Purchasing and Auxiliary Services Department for receipt no later than ten (10) days prior to the ITB opening. Inquiries must reference the date of ITB opening and ITB number. Failure to comply with this condition will result in proposer waiving his right to dispute the ITB conditions and specifications.</p>

<p>DELIVERY: Unless actual date of delivery is Specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. Pensacola State College. No additional cost for delivery.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The College retains the right to determine the acceptability of any item(s) offered as equivalent to any item(s) specified.</p>	<p>CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of State College of Florida, Manatee-Sarasota. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.</p>
<p>ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p>PURCHASES BY OTHER ENTITIES: Purchases may be made under this bid by other community colleges, state universities, district school boards, political subdivisions, or state agencies with the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d).</p>
<p>SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>	<p>SAMPLES: Samples of items, when required, must be furnished free of expense, on or before ITB opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, ITB number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p>NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in ITB and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor mailing list.</p>	<p>INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.</p>
<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in his letter the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p>LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an ITB response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p>DISPUTES: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>	<p>ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.</p>

<p>PROTEST: "Failure to file a protest within the time prescribed in S. 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." All protests must be delivered to the Director of Purchasing and Auxiliary Services within the time prescribed in Chapter 120, Florida Statutes to be considered valid.</p>	<p>PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.</p>
<p>ASSIGNMENT: Any Purchase Order issued pursuant to this ITB invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>	<p>CONSORTIUM PURCHASE: When an RFP is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p>LIABILITY: The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of this contract.</p>	<p>STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.</p>
<p>PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "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 Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."</p>	<p>RETENTION OF RECORDS: Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this RFP and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p>PUBLIC RECORD LAW: Any material submitted in response to this ITB will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this ITB.</p>	<p>AUDIT RECORDS: The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the College under any contract resulting from the ITB, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this ITB.</p>
<p>ANTI-DISCRIMINATION CLAUSE: The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p>AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this RFP may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.</p>
<p>DISCRIMINATORY VENDOR'S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.</p>

<p>INSURANCE REQUIREMENTS</p> <p>When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following:</p> <ol style="list-style-type: none"> 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. <p>The bidder must list any sub-contractor that will perform work under this bid.</p> <p>The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>	<p>PROPOSAL INQUIRIES</p> <p>The proposer may examine this ITB to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received within 72 hours of receipt of the ITB documents. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this ITB shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this ITB, which shall be sent to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications.</p>
<p>PROPOSED RULES FOR WITHDRAWAL</p> <p>A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>	<p>ADDENDA</p> <p>All addenda to this ITB will be posted to the Pensacola State College Purchasing Department's web page containing the original solicitation.</p>
<p>VERBAL INSTRUCTIONS</p> <p>No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this ITB shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p>REJECTION OF PROPOSALS</p> <p>The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this ITB. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed.</p>
<p>POSTING OF RECOMMENDED AWARD</p> <p>The recommended award may be reviewed on the Pensacola State College Purchasing Department web page.</p>	<p>PRE-DECISION DISCUSSIONS</p> <p>Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p>INCLUSION OF SUPPORTING DOCUMENTS</p> <p>All those submitting sealed replies in response to this Invitation to Bid understand that the ITB document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p>AVAILABILITY OF FUNDS</p> <p>The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>

SECTION VIII: FORMS TO BE SUBMITTED WITH PROPOSAL RESPONSE

PROPOSAL COVER SHEET

Sealed Proposals will be accepted in the Purchasing Department until time indicated in the solicitation document and may not be withdrawn for 150 days after opening.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

Corporate Name		DBA Name (if applicable)	
Purchasing Address	Street/PO Box		City
	State		Zip
	Email Address		
Remit to Address	Street/PO Box		City
	State		Zip
	Email Address		
Contact Person	Name		Phone #
	Email Address		
Address of Parent Company (if applicable)	Street/PO Box		City
	State		Zip
Check applicable boxes for ownership of company			
<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Asian Indian American <input type="checkbox"/> Native American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Disabled Veteran			
Attach current MBE/WBE Certifications			
<hr/> <div style="display: flex; justify-content: space-between;"> Authorized Agent Name Signature Date </div>			

Firms certify by their signature they have read and understand the conditions and specifications of this Invitation to Bid and they have the authority, capacity, and capability to perform all conditions and specifications of this Invitation to Bid.

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.

BIDDING FIRM OR ENTITY NAME: _____

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: _____

DATE: _____

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE

I HEREBY DECLARE AND AFFIRM that I am the _____ (Title) representative of the firm of _____ (Company Name) minority business enterprise (MBE/WBE) _____ (Minority Type) as defined by Pensacola State College in the specifications for _____ (ITB Name & Number) that I will provide information requested by PENSACOLA STATE COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of _____ (Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide PENSACOLA STATE COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records and files of the above named company by authorized representative of PENSACOLA STATE COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Signature of Company's Authorized Representative

State of _____ County of _____ City of _____

On this _____ day of _____, 20____, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

Signed: _____ (SEAL)
Notary Public

My commission Expires:

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership). "Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".

Pensacola State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following person has been designated to handle inquiries regarding nondiscrimination policies: Dr. Gael Frazer, Assoc. Vice President, Institutional Diversity at (850)484-1759, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504

PROPOSAL CERTIFICATION

VENDOR is to certify its Proposal as to its compliance with the Invitation to Negotiate specifications using the language as stated hereon.

Date:_____

VENDOR hereby declares that he/she has the legal authority to represent the corporation identified below as well as the ability to bind the corporation to the terms and conditions of this ITN and to the representations of the VENDOR'S proposal.

VENDOR represents to the COLLEGE that this proposal is made without connection or arrangement with any other person not identified in the VENDOR'S proposal or on this document; and that the VENDOR'S proposal is in every respect fair and made in good faith, without collusion or fraud.

The VENDOR agrees that if this proposal is accepted by the COLLEGE, the VENDOR has the legal authority to negotiate and enter into a formal contract to provide the services outlined in this ITN and the VENDOR'S proposal.

The VENDOR states that his/her bid proposal is based upon the COLLEGE'S ITN documents identified by the following number: ITN No. **6-2015/2016**

SIGNATURE

PRINTED NAME

TITLE (IF CORPORATION)

ACKNOWLEDGMENT OF ADDENDA FORM

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this ITN 6-2015/2016 for Vending Services; Food and Beverage

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

(Add more entries, if required.)

Part II: _____ No addendum was received in connection with this ITN.

(Proposer's Name)

(Date)

(Signature)

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "VENDOR"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the COLLEGE or any employee thereof, or any person, firm or corporation under contract with the COLLEGE whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said COLLEGE, has paid or is to pay to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the COLLEGE.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the COLLEGE, nor any employee, or person, whose salary is payable in whole or in part by the COLLEGE, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2015.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

NON-DISCRIMINATION IN EMPLOYMENT FORM

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or VENDOR. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or VENDOR as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Legal Name of Proposer: _____

By: _____
Signature (Manual)

By: _____
Name (Typed)

Date: _____

PUBLIC ENTITY CRIMES STATEMENT

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to:

(print name of the public entity)

By _____

(Print name of entity submitting sworn statement)

Whose business address is

And (if applicable) its Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement **(indicate which statement applies).**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____ 20_____

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____. My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Firm, supplier, Sub-Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Firm list.

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