

**Jackson County Board of
County Commissioners
Marianna, FL**



**RFP 1718-20
Vending Machine Services
for County Facilities**

Deadline for submission of sealed bids:
May 18, 2018 at 2:00pm, CST

PROPOSAL SIGNATURE PAGE

TO: Jackson County Board of County Commissioners

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the COUNTY and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by: _____
(signature)

(date)

Name (printed): _____ Title: _____

Company (Legal Registration): _____

CONTRACTOR IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE 607.1501 (visit <http://www.dos.state.fl.us/doc/>)

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status in accordance with Section 1.08 of General Conditions?
MBE____ WBE____ (check if applicable)

ADDENDUM ACKNOWLEDGEMENT – Proposer acknowledges that the following addenda have been received and are included in this proposal.

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

PART I -INTRODUCTION/INFORMATION

01. PURPOSE

The Jackson County Board of County Commissioners (County) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide vending concession services at various specified County locations, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning RFP procedures and additional information concerning the technical specifications contained in this RFP contact the Purchasing Agent, Judy Austin, at (850) 482-9633. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Department, via email to Judy Austin at jaustin@jacksoncountyfl.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

03. SITE VISIT

It will be the sole responsibility of the proposer to inspect the County's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. To make arrangements for site inspections, contact James Watkins at (850) 718-7081.

04. ELIGIBILITY

Proposals will be considered only from vendors who are regularly engaged in providing the services as contained in the RFP. Proposers shall have a minimum of three years prior experience providing these services under the same ownership, and have installations of similar or comparable scale to those requested in the RFP. Proposers shall provide the County with credentials to support prior experience and ability to provide the services as contained in the RFP specifications. Such credentials shall include, but not necessarily be limited to: a list of client references, previous and current contracts for these services, training, and number of years providing such services, Proposer's plant facility, and equipment and products proposed to be used in the performance of the Contract. The County reserves the right to inspect Proposer's facility and equipment, and client installations in making a determination of Proposer's ability and capacity to perform the requirements of the RFP.

PART II – RFP SCHEDULE

Release RFP	04/28/2018
Last Date of Receipt for Questions of a Material Nature	05/14/2018
Addendum Release (deadline extension)	05/01/2018
Proposal Due (Prior to 2:00 pm, CST)	05/18/2018

PART III -SPECIAL CONDITIONS

01. VARIANCES

While the County allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

02. PUBLIC ENTITY CRIMES (see attached form)

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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Lack of knowledge of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. PROPOSERS' COSTS

The County shall not be liable for any costs incurred by proposers in responding to this RFP.

05. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

06. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the County. The County is receptive to any product which would be considered by qualified County personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the County to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The County will be the sole judge in determining if the product proposed qualifies as approved equal. The County reserves the right to award to that proposal which will best serve the interest of the County as determined by the County. The County further reserves the right to waive minor variations to specifications and in the bidding process.

07. CONTRACT PERIOD

The initial contract term shall commence on the date of award and shall expire three years from that date. The County reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the County.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the County Purchasing Agent. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause invoked by the County.

08. PRICING

All pricing must include delivery and be quoted FOB: Destination.

09. COST ADJUSTMENTS

The selling prices offered and accepted must remain firm for the first full year of the contract term. The commission fee offered and accepted by the County may be subject to adjustment during the contract period, and for any extension terms, based on County review of gross sales, products offered, changes in County vending facilities, and/or if very unusual and significant changes have occurred in the industry.

Such adjustments shall be by mutual agreement between the County and the Contractor. Any requested retail sales price or commission fee adjustments shall be fully documented and submitted to the County at least sixty (60) days prior to the contract anniversary date.

Any approved adjustments shall become effective upon the anniversary date of the contract, or on a date mutually agreed to between the County and the Contractor. The County may, after examination, refuse to accept the adjustments if they are not properly documented or are considered by the County to be insufficient or excessive, as may be applicable. In the event that the County determines that the adjustment request as submitted is not properly documented, or are considered unacceptable, and the matter cannot be resolved to the satisfaction of the County, the contract can be cancelled by the County upon giving thirty (30) days written notice to the Contractor.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to various County departments/facilities, the

County may require similar work for other County departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

11. DELETION OR MODIFICATION OF SERVICES

The County reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

12. ADDITIONAL ITEMS

The County may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the County prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

13. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the County's needs as they arise.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the County. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

15. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The County and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the County may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

16. INSURANCE

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The County is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the County as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability -\$500,000

Any firm performing work on behalf of the Jackson County BOCC must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence
Combined single limit	\$1,000,000 (bodily injury and property damage combined)

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the County as an “additional insured” for both General Liability and Automobile.

Certificate holder shall be addressed as follows:
Jackson County Board of County Commissioners
Procurement Services Department
2864 Madison Street
Marianna, FL 32448

17. **SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the County, the County reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the County's satisfaction. Such test period may be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. If performance issues are present prior to the end of the test period the County reserves the option to continue with the Contractor or to select another Contractor.

18. **SUB-CONTRACTING:**

If the Contractor proposes to use subcontractors in the course of providing these services to the County, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the County, prior to any contract award. The County reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

19. **MONTHLY CONCESSION FEE**

The Contractor shall pay the County a monthly concession fee, based on the net sales income earned from the vending machines. This concession fee shall be based on Contractor providing the lowest resale prices for benefit of County employees for products dispensed within County owned or leased facilities, while generating a revenue to the County. This monthly concession fee may be subject to renegotiation between the County and the Contractor, during the Contract period, if it is determined that: (a) the monthly fee is insufficient based on Contractor gross sales, (b) retail sale prices adjustments are necessary, and/or (c) the County and Contractor mutually agree on an adjustment based on a review of all contractual factors.

PART IV -TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**1. SCOPE OF SERVICES**

The County is seeking a Contractor to provide, install, maintain and service a vending concession operation at multiple County facilities, for the convenience of County employees and for public vending concessions.

1.1. Vending Equipment Requirements:

- a. Canned soda machines (Coke or Pepsi products)
- b. Snack machines (Chips, candy, other snacks)

1.2. County Facility Concession Locations with existing services

- a. Administration Building, 2864 Madison Street, Marianna, FL
 - 1) Canned soda machine (1)
 - 2) Snack machine (1)
- b. Ag Complex, 2741 Penn Avenue, Marianna, FL
 - 1) Canned soda machine (3)
 - 2) Snack machine (1)
- c. Road & Bridge, 2828 Owens Street, Marianna, FL
 - a. Canned soda machine (1)
 - b. Snack machine (1)
- d. Correctional Facility, 2737 Penn Avenue, Marianna, FL
 - a. Canned soda machine (1)
 - b. Snack machine (1)
- e. Green Street Building, 2863 Green Street, Marianna, FL
 - a. Canned soda machine (1)
- f. Fire & Rescue Station, 3555 Hwy 71, Marianna, FL
 - a. Canned soda machine (1)
 - b. Snack machine (1)

1.3. County Facility locations with proposed services

- a. Emergency Operations Center, 2819 Panhandle Road, Marianna, FL
(location inside facility to be determined)
 - a. Canned soda machine (1)
 - b. Snack machine (1)

2. BUILDING OPERATION HOURS

a. Administration Building:	Monday thru Friday 7:30am – 4:30pm
b. Agricultural Complex:	Monday thru Friday 7:30am – 4:30pm
c. Road & Bridge	Monday thru Friday 7:30am – 4:30pm
d. Correctional Facility	Monday thru Friday 7:30am – 4:40pm
e. Green Street Building	Monday thru Friday 7:30am – 4:40pm
f. Fire & Rescue Station	Monday thru Friday 7:30am – 4:40pm

Service to vending machines may only be done Monday through Friday

3. EQUIPMENT REQUIREMENTS

The successful Contractor shall provide new, or like new, nationally recognized, name brand equipment, i.e. Dixie/Narco, Crane, National, Rowe, AP Products, or County approved equivalent. Proposers shall furnish the manufacturer and models of equipment proposed, including specifications of capacity, and variety of product to be dispensed. Technical data, including pictures shall be included as a part of the RFP response.

3.1. Vending Equipment Installation: Vending equipment shall be installed to present an attractive, flush front, matched, uniform configuration. Equipment shall be secured to provide for safe, secure operation, and to prevent tipping, or shifting.

3.2. Types of Vending Service/Machines/Proposed Sell Prices: Proposer should make a site visit and review the existing vending equipment at each location to determine: available space for installation and the proposed set-up, vending machines, capacity, variety and product mix required to properly service the needs of the County.

Proposer shall include as a part of its proposal the quantity, and variety of machines proposed, as well as a complete listing of proposed products, including brand names of foods and beverages. Only nationally recognized, premium brands should be proposed.

The County reserves the right to request changes in products offered, in its best interests and those of its employees. The Contractor shall endeavor to accommodate the County requests, or to provide justification for rejection.

The Contractor may request changes in vending equipment or products if sales do not warrant continuation. Such requests shall be submitted in writing for review and consideration by the County. If the request is found to be properly documented and the changes warranted, a mutual date will be agreed for such exchange between the County and the Contractor.

All vending equipment shall have the ability to accept \$1.00 U.S. currency and various coins, and dispense change for vended products. Proposer shall specify details on change and bill changer capacity.

The successful proposer will be required to have a route driver service the locations on an “as needed” basis, or as mutually agreed to between the Contractor and the County; ideally this service would be a minimum of once per week.

It is the Contractor's responsibility to keep all vending machinery clean, both inside and outside. Machines should be wiped down and sanitized on each visit and a thorough cleaning done not less than once per week.

Proposer shall submit as a part of the RFP response the following information:

Average response time for mechanical problems. 24 hrs from County contact with Contractor is considered the maximum time, but it is preferred same day response will be provided.

Proposer shall provide vending machines for the following products, and include proposed sell prices for each selection:

a. Cold Sodas: Brands should include a variety of Coca-Cola and Pepsi products, regular and diet, as well as caffeine free. Only Coca-Cola and Pepsi soda products are acceptable. Proposer should include with this product assortment nationally recognized brands of iced teas, regular and decaffeinated. A minimum of eight soda selections is desired.

Proposer shall specify what products, brands, and variety of beverages are offered. Coffee and tea products, if applicable, shall include both regular and decaffeinated varieties, and may additionally include international coffee selections, including espresso and/or cappuccino. Proposer shall include details regarding brew method, if applicable, or instant product. It is preferred that water used in this equipment be filtered, if possible.

b. Snacks: This equipment should provide a large and diverse individual prepacked product array. Products should include name brands, only: chewing gums, candies, rolled candy products (i.e. Lifesavers, etc.), including regular and sugar-substitute products, a variety of chip products, crackers, cookies, etc. Proposer shall provide a listing of proposed products, number of selections, capacity of equipment (#/servings/per selection)

The County desires to provide a high quality food selection for its employees and the public, and will consider Proposer shall provide complete details on this equipment and proposed products. Only nationally recognized products will be acceptable.

No tobacco or alcohol products shall be sold, offered, or given away by the Contractor on County property.

Proposer may offer other vending machines and products, which are not specifically listed, for County consideration. The County shall be the final determination of the types of vending equipment, and product variety approved for this vending concession.

G. Bill Changer: Equipment shall include at a minimum the capability to accept \$1.00 bills; ideally it should also include the capability to change \$5.00 and \$10.00 bills and/or debit/credit card capability.

4. CONCESSION FEE

Proposer shall offer the County a concession fee based on the gross sales less applicable sales taxes. Proposer shall offer this fee based on total sales from all vending equipment, or based separately for each type of vending machine, if applicable.

It is the County's intent to offer these vending concession products to employees at the most reasonable prices while providing a maximum concession return to offset the County's cost of operation and maintenance of this employee area.

The concession fee(s) offered and accepted by the County may be subject to renegotiation between the Contractor and the County during the Contract term, if the County shall determine this necessity. Such adjustment considerations shall be based on the terms, and conditions contained in the RFP.

The monthly concession fee may be subject to re-negotiation between the County and the Contractor(s) during the contract extension periods, if it is determined that: a) The monthly fee is insufficient based on Contractor gross sales; b) Retail sales price adjustments are necessary, and/or c) County maintenance and operating costs change.

5. RESALE PRICING

Proposer shall provide a complete suggested sell price structure for all items proposed. Such pricing shall be in accordance with the County's desire to provide affordable food service for its employees, while offering a maximum return to the County to offset its operation and maintenance costs. All prices shall be subject to County approval. No changes to product pricing may be implemented without prior approval by the County.

6. VENDOR RESPONSIBILITIES

- a. Provide, install equipment, provide all necessary labor and supervision to: rotate, replace and replenish products and supplies; service and maintain all equipment in continuous operating condition; clean, sanitize, and replace components for all equipment; maintain a neat, orderly, and clean environment for both food service and general appearance; repair or replace defective equipment to insure minimum service downtime.
- b. Service/Maintenance/Replacement of Equipment or Products: The County shall expect prompt service from the Contractor in response to down equipment, vending problems related to lost monies, equipment failure, or product complaints. Service calls shall be responded to within twenty-four (24) hours from County report.
- c. If equipment repairs cannot be made on site, and downtime is determined by the County to be excessive, the Contractor may be requested to replace the equipment with a loaner unit, until repair can be completed, or a permanent replacement is provided by the Contractor. Complaints regarding spoiled product shall be immediately addressed by the Contractor. The Contractor shall completely refund the vending price for any defective or spoiled product, and provide replacement at no additional cost to the County, at the time of Contractor service response.

- d. Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the County.
- e. Contractor personnel shall be adequately trained, present a professional appearance, and be readily identified by uniform or identification badge as an employee of the Contractor while on County property.
- f. Refunds: The Contractor shall provide the County with a refund "fund" to allow immediate reimbursement to customers for lost monies related to equipment malfunction, or product complaint. Proposer shall include as a part of the RFP response, the procedure for handling refunds, and the turn-around time for addressing product complaints/replacement. The final procedure for refunds shall be subject to agreement and approval by the County.

g. Contractor shall be solely responsible for all losses due to theft, vandalism, acts of God, or force majeure.

h. Sales Reporting/Gross Receipts: Contractor shall provide the County with a detailed monthly gross sales report for each vending machine, and the total monthly gross sales for all machines. This report shall include all test vends, refunds, and sales taxes applicable, and reflect the total net sales on which the County's concession fee shall be based. Losses of cash as a result of vandalism, etc., shall not be deducted from commissions to be paid to the County.

The County reserves the right to audit all records, books of account, and machine validation records, and the Contractor shall agree to make readily available, provide all such documentation, and cooperate in any investigation on request by the County.

Upon award of a Contract by the County, the Contractor shall be notified as to the procedure for distribution of monthly concession fees. Checks shall be distributed in accordance with arrangements determined by the County and its department representatives.

i. Taxes: Retail sales and rental taxes are the responsibility of the Contractor, and shall be handled in accordance with Florida State statutes.

j. Signage/Merchandising/Marketing Promotions: Contractor will work with the County to determine a need for area signage, and if required, provide such signage without any cost to the County. Contractor should present any plans for merchandising or marketing promotions to the County and secure prior approval before implementation of any such activities. No signs, advertising or promotions shall be initiated by the Contractor without prior approval by the County.

k. Garbage Removal,: Contractor shall be responsible for removal of all empty cartons, defective and spoiled products from the vending area.

7. DEFAULT IN PAYMENT

A monthly report of gross receipts and the monthly payment is due not later than fifteen (15) days after the close of each month.

In the event the Contractor fails to pay this monthly fee within five (5) days of the above due date, there shall be an additional charge of \$20.00 payable to the County.

8. DISCONTINUATION OF SERVICE

If during the course of the Contract term, the Contractor shall determine that a specific location and/or vending machine is not providing an adequate revenue to the Contractor to warrant continuation of service at that specific location, the Contractor shall submit in writing a detailed request for removal of this equipment. The request must provide documentation of gross sales, the type of merchandise vended, location and accurate record of sales and revenue generated for this specific equipment and the period of time. The request shall be directed to the Procurement Services Department and the applicable department for evaluation and further action.

9. COUNTY RESPONSIBILITIES

The County shall provide the following:

- a. Electrical connections, one per vending machine; standard 110volt, 110V 20-30 amp service is proposed for standard vending units. Proposer shall include as part of the RFP response, their electrical requirements, if other than what is stated in the RFP. Electricity for machine operation.
- b. Vending area space.
- c. Janitorial service to maintain common areas, where applicable.

Any responsibilities not specifically shown as the County's responsibilities are determined to be the responsibility of the Contractor, or as may be mutually agreed upon between the County and the Contractor during the contract term.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

EVALUATION CRITERIA	WEIGHT FACTOR
1) Demonstrated experience of proposer, equipment and products proposed.	15%
2) Client references, operational capability, personnel resources, qualifications, service responsiveness.	15%
3) Ability to meet County's time schedule for contract commencement.	15%
4) Services schedule for refilling machines and service calls and number of other customers within 15 miles of County	20%
5) Proposed sell prices.	15%
6) Concession fee offered to the County	20%

Evaluation of proposals will be conducted by an evaluation committee of qualified County Staff, or other persons selected by the County. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The committee will then make a recommendation to the Jackson County Board of County Commissioners for award.

Evaluation of proposals will be conducted by an evaluation committee of qualified County Staff, or other persons selected by the County. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The County may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The County may require additional information and Proposers agree to furnish such information. The County reserves the right to award the contract to that Proposer who will best serve the interest of the County. The County reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The County also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VI -REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED
ORIGINAL COPY PLUS SIX (6) COPIES OF THE
PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES PART II TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Preliminary Scope of Services

Provide an outline detailing your approach and concept to the project, and provide a proposed scope of services to demonstrate an understanding of the project. This section should contain a statement of understanding of the critical issues and opportunities associated with the project including the ability of Contractor to commence servicing on June July 16, 2018. Narrative should include the following: Explanation of refund policy; Describe the bill changer and change capacity; List any electrical needs above 110 volt, 20 – 30 amps standard; Money collection & reporting methodology e.g., machine beg/end counter numbers; and location of service facilities.

Tab 2: Equipment & Product Pricing

Proposer shall include a detail listing of equipment (brands and types) including design and décor proposed (include photos of similar projects if available), literature, capacity, products – including brand names and proposed selling prices/per item, in accordance with the RFP specifications. This information should be provided per vending machine/per product.

Tab 3: State number of years of experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. List any licenses, permits or certifications, etc. held for performing this type of work.

Tab 4: List those persons who will have a management position working with the County, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

Tab 5: List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences. Also list current clients within a 15 mile radius of Jackson County Courthouse.

Tab 6: List those Jackson County agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 7: Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:
- b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

Tab 8: Concession Fee: Proposer must indicate the concession fee(s) to be paid to the City, in Accordance with the RFP specifications. If concession fee is proposed per vending machine, please indicate this information in your RFP response. Include complete details of formula for concession fee proposed.

- a. Concession fee, all vending machines, if applicable: _____%

OR

- b. Concession fee(s) per vending machine:

Description: 12 oz can soda _____%

Description: 20 oz bottle soda _____%

Description: Snack vending _____%

Description: Coffee Vending _____%

Description: Cold Food Vending _____%

Description: Ice Cream _____%

Description: _____%

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 1718-20, Vending Machine Services OPENS 5/18/2018

**SWORN STATEMENT UNDER SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This SWORN statement is submitted with bid number:

1.

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is _____

STATE _____ ZIP _____ VOICE PHONE _____ CITY _____
and (if applicable) its Federal Employee Identification Number (FEIN) is: _____

2. 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 bid or contract for goods or services to be provided to any public entity or an agency of political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand “convicted” or “conviction” as defined in Paragraph 287.133 (a)(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 or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - A. A predecessor or a successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who had 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 no one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 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 of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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.

1. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this SWORN statement.

**SWORN STATEMENT UNDER SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES - CONTINUED**

[INDICATE WHICH STATEMENT APPLIES]

_____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 as a 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**).

STATEMENT OF UNDERSTANDING

I understand that the submission of this form to the contracting officer for the Public Entity Identification in Paragraph one (1) 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 (2) of any change in the information contained in this form.

AUTHORIZED SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____
SHOW TYPE
OF IDENTIFICATION PROVIDED

Notary Public-State of _____ My commission expires _____

(PRINTED / TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)