

Request for Proposals

The City of Lake Worth



REQUEST FOR PROPOSALS

RFP # NO. 15-200

SNACK VENDING MACHINE SERVICES



Where the Tropics Begin



Where the Tropics Begin

FINANCE OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1651
FAX: 561-586-1673

RFP # 15-200

SNACK VENDING MACHINE SERVICES

The City of Lake Worth is seeking proposals from qualified vendors for professional food and beverage vending services for the City provides for the successful vendor to place vending machines for soft drinks, fruit drinks, water, candy, and snacks in City owned buildings. This proposal specifically excludes pay telephone service and the vending sale of tobacco and alcoholic beverage products. This solicitation is solely for the sale of vending products from vending machines. The initial term shall be for a 3 year period. The City will have the option, in its sole discretion, to extend the contract for one (1) three-year period for a total contract period for these services of six (6) years.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, March 24, 2015**, whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by the City's Finance Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the proposer including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Finance Office at (561) 586-1651 or from the City's website at www.lakeworth.org, Purchasing Opportunities. All proposals must be hand-delivered or mailed to:

City of Lake Worth Finance Office – 2nd Floor
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS RFP # 15-200 Small Business participation is strongly encouraged.

BY: 
Hirut Darge, Finance Office

PUBLISHED: February 20, 2015
City Lake Website & DemandStar

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from qualified vendors for professional food and beverage vending services for the City provides for the successful vendor to place vending machines for soft drinks, fruit drinks, water, candy, and snacks in City owned buildings. This proposal specifically excludes pay telephone service and the vending sale of tobacco and alcoholic beverage products. This solicitation is solely for the sale of vending products from vending machines. The City will have the option to extend the contract for four (4) one-year periods for a total contract period for these services of five (5) years. A more detailed scope of services is incorporated into this RFP as **Exhibit "A"**.

Site Visit is strongly encourage it will be held at 9:00a.m. on Wednesday, March 4, 2015, at the City Hall Conference Room located at 7 North Dixie Hwy, Lake Worth, FL 33460 to inspect and review the site and questions will be encouraged.

2. SUBMITTAL OF PROPOSALS

Interested Proposers are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for the goods and/or services upon selection of the proposal that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, March 24, 2015**, whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Finance Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Finance Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Finance office personnel by the deadline indicated. At the designated time and place, the City Finance Official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Finance Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Finance Office at the address noted below on or before **3:00 p.m., Friday, March 6, 2015**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFP with the City.

Hirut Darge, Purchasing Agent
Finance Office
7 North Dixie Highway
Lake Worth, FL 33461
Fax: 561-586-1750
hdarge@lakeworth.org

4. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for proposals. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.

5. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

6. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Form Due March 6, 2015 (before 3 PM)
- Questions from Potential Proposers Due March 9, 2015 (3 PM)
- Issue Addendum (if necessary) March 10, 2015
- **Proposal Response Due March 24, 2015 (3 PM)**

The City reserves the right to amend the anticipated schedule as it deems necessary.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. A complete copy of the City's procurement code is available on-

line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

8. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Proposer if it is in the best interests of the City.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussion. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to the City's investigation. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Proposer who is most advantageous to the City.

Evaluation Scoring Criteria:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Proposer must receive a minimum aggregate average of 70 points.**

Qualifications by Category	Weight
A. Pricing & Proposal Requirements Price competitiveness Percent of commission on sales paid to the City Quality & thoroughness of proposal submitted	40%
B. Experience & Qualifications Qualifications & experience of the proposing firms, principals, & personnel Number of years this firm has been in business Ability to comply with the full scope of the specifications	30%
C. Proposed Products & Services The range of the selection offered by brand & category of merchandise Condition, type & capacity of vending machines offered Value added services or innovative offerings	30%
Total	100%

13. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, three (3) copies and (1) electronic copy** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, 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. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer’s business operation; how long in business; general approach to tasks and projects; and, why the Proposer should be selected.

- Proposer's understanding of the scope of services which should include a clear description of services proposed. Vendor should also include details of their approach and work plans.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

C. References & Materials (not to exceed 30 pages plus the form).

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience & skill. Prior experience & skill with other Florida municipalities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Samples of materials that would fall into the scope of services herein should be submitted with the proposal. The samples of material should not exceed 30 pages.

D. Proof of Licenses (unlimited)

Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Proposer's Business Tax Receipt (as applicable).

E. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current firm workload

should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

F. Litigation and/or Terminations (unlimited)

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

15. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

16. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- | | |
|-----------------|---|
| A. Exhibit "A" | Scope of Services |
| B. Exhibit "B" | Registration Form (should be submitted) |
| C. Exhibit "C" | Proposer Information Form (must be submitted) |
| D. Exhibit "D" | Drug Free Workplace Form (must be submitted) |
| E. Exhibit "E" | References (must be submitted) |
| F. Exhibit "F" | Proposal Worksheets Price Schedule (must be signed) |
| G. Appendix "A" | Current City Vending Locations |

17. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

SNACK VENDING MACHINE SERVICES

EXHIBIT "A"

RFP 15-200

SCOPE OF SERVICES

1. WORK OBJECTIVE

The City of Lake Worth desires to have a single vendor supply vending products through machines provided at the vendor's sole expense at designated locations on City property as shown in Appendix A to this solicitation. The City may elect to award a contract with commissions as a percent of sales revenue after sales tax from all sales generated. Contractor must indicate product pricing for both a commission and non-commission contract and propose a commission percentage on the proposal worksheet.

The City of Lake Worth has four (4) specific goals for this proposal:

- a) Ensure that public health and safety are well guarded.
- b) Ensure full compliance with all Federal, State, and Local laws that regulate food and beverage vending services.
- c) Provide the best quality food and beverage vending at the lowest cost to the taxpayers and employees of the City.
- d) Allow a commission to be paid to the City.

Additional consideration will be given to contractors offering a comprehensive selection of health conscious beverage and snack options such as 100% fruit juices, whole wheat crackers, trail mix, zero trans-fat foods, baked chips, or similar.

2. SCOPE OF WORK TO BE PROVIDED

A. Provision of Machines, Maintenance, and Stocking

The successful vendor shall be solely responsible for the placement of machines at locations designated by the City on City property. The vendor shall be responsible for keeping all equipment in a clean and sanitary condition. The vendor shall be solely responsible for their upkeep and repair to ensure they are in good working order at all times. Machines that are damaged or unsightly shall be removed within five (5) workdays of notice from the City Contract Coordinator.

Stocking of new, fresh merchandise shall be the sole responsibility of the successful vendor. All merchandise must be fresh and have un-expired dates of sale at all times. Vendor shall remove all expired merchandise not later than the printed expiration date if not sold. Sale of stale or expired merchandise shall be a basis for default of the contract.

Vendor shall be responsible for stocking and restocking merchandise on a regular basis based on sales volume. Repeated out of stock conditions in one or more machines shall provide a basis for contract default.

B. Specifications for Machines

Machine Description

1. Vendors must thoroughly describe all machines covered in their proposal, including the following data:
 - a. Physical size, make, model, year
 - b. Number of food products dispensed
 - c. Electrical requirements
 - d. Plumbing requirements
 - e. Ability to change item prices
 - f. Coin change capacity
2. All vending machines must be of current manufacture, no older than five (5) years, and in excellent physical and mechanical condition. Machines that do not meet these requirements will not be acceptable for placement. Machines should be attractive and clean. Proposer must include pictures of machines to be used.
3. All machines shall have the National Sanitation Foundation (NSF) approval.
4. All machines provided must accept dollar bills and coins and have the capacity to make change.
5. All machines must be front loading.

C. Products in Machines

Proposer must provide actual product brand names in Proposal Worksheets (pages 21-22). Once products are approved, no substitutions are allowed without prior approval from the contract coordinator. All products must be recognized national brands and must include sell by dates imprinted on each drink or snack.

Soft Drink, Water, & Real Fruit Drink Machines

All machines in this category must provide refrigerated soft drinks in 12-ounce aluminum cans and water and real fruit beverages in a minimum of 16-ounce plastic containers. A minimum of eight (8) different selections must be available in each machine furnished under this contract. Products furnished must be a recognized name brand approved by the City. Awarded contractor must be capable of supplying either Coca Cola and/or Pepsi products.

Sports Drink & Water Machines

All machines in this category must provide refrigerated sports drinks and water in plastic containers with a minimum of 16.9 ounces. A minimum of five (5) different selections must be available in each machine furnished under this contract. Products furnished must be a recognized name brand approved by the City.

Candy and Snack Machines

All machines in this category must provide candy, gum, bagged snacks, cookies, and crackers that do not require refrigeration. A minimum of twenty-four (24) different selections in broad assortment must be furnished in each machine. Products furnished must be recognized name brands approved by the City.

3. VENDOR REQUIREMENTS

The vendor must meet the following requirements on a continuous basis during the contract period and any extensions, or it shall be cause for the City to hold the vendor in default.

- A. The vendor shall provide all machines in those locations as specified in Appendix A to this solicitation. Machines shall be operational at all times except in cases beyond the control of the vendor (example - during periods of electrical power outages).
- B. Vending machines shall be maintained in an excellent state of repair by the contractor and shall be repaired or replaced to a standard acceptable to the City, within five (5) business days of verbal notification of a deficiency.
- C. Vending machines shall be added or removed from a location only as requested by or approved by the City. Valid reasons for removing a machine shall include documented excessive vandalism or low sales that result in the vending machine being uneconomical to the vendor. The City will evaluate each request and removal permission shall not be unreasonably withheld. Removal for isolated cases of vandalism or reasonable slowdown of sales will not be accepted. Additional machines will be added at the City request based on new facilities, increased usage or high sales that merit additional machines. The contractor shall comply with the City's requests to add or remove machines within ten (10) business days. The contractor may suggest the addition of machines, but must obtain City approval before installation of the additional machine.
- D. Pricing of products must be accomplished as part of the successful contractor's bid proposal. Price changes may be implemented no more frequently than annually at the time of contract renewal. All price changes must be reasonable and shall be submitted to the City for review and approval at least sixty (60) calendar days prior to implementation. The City reserves the sole right to determine if price changes are reasonable and will be implemented.
- E. Contractor shall provide both dollar bill and coin changer on all machines. The ability to change larger denomination bills than a \$1 bill will be favorably considered.
- F. Contractor shall collect all sales revenue from each machine on a regular basis, at least once each ten (10) calendar days, to reduce the risk of pilferage. The contractor shall be solely responsible for any loss of proceeds through fraud, theft, pilferage or embezzlement.
- G. Remittance of City commission, shall be made monthly by check made payable to the City of Lake Worth. Such remittance must be received by the Department of Finance, Attention: Lynn Sexton, 7 North Dixie Hwy, Lake Worth, Florida 33460 not later than fifteen (15) calendar days following the month for which commissions are due.

- H. Any food products and short-changes which result in consumer complaint must be resolved by immediate refund. Contractor will provide and maintain a \$10.00 petty cash fund to a designated city employee for each location. The contractor will supply refund slip envelopes.
- I. All vending food and beverage products shall be transported in dedicated foodservice vehicles. Delivery vehicles shall be clean and sanitary and be maintained at a proper food storage temperature. It is desired that delivery vehicle food and beverage compartments be refrigerated or air conditioned. Proposer shall include a listing of delivery vehicles that will be used to transport food and beverage products.

4. MONTHLY STATEMENTS/ AUDIT OF COLLECTIONS

If the City of Lake Worth elects to receive commissions from sales, the Provider agrees to compute, report, and pay monthly commission to the City due from gross vending receipts in accordance Proposal Worksheet on page twenty-two of this RFP. The percentage of commission paid to the City shall be calculated on gross sales less applicable sales tax. Accompanying the check representing payment of commission due, a statement of sales with the following information will be forwarded to the City:

1. Machine number & location
2. Number of units sold
3. Vending price
4. Gross sales total for each machine
5. Florida sales tax amount and after tax cash collected
6. Net total applicable to commission
7. Commission rate
8. Commission due

The City has the option of spot-checking collections as required to ensure accurate reporting of income and commissions.

5. CITY PROVIDED SERVICES TO THE VENDOR

The City will provide the following services to the vendor to assist in maximizing sales of vended products:

- A. The City will attempt to locate vending machines in areas that will maximize visibility to the intended customers. For example, machines targeted at employees will be located in employee break rooms or in locations easily accessible to employees. Machines targeted at the general public will be located where good exposure will be provided to the users of the facility. If a conflict arises over location of a machine, the City will have final authority to settle the disputed location.

- B. The City shall provide electrical service to operate the vending machines, at no cost to the vendor, from existing outlets. Any construction to expand existing electrical outlet locations will be provided by the City to the vendor at the actual cost to the City, if it is in the mutual interest of the City and the vendor.

- C. The City will provide the successful contractor with the exclusive right to vend Through machines the products as defined in the machine categories in Appendix A on City property.

6. VANDAL PROTECTION

The contractor shall be responsible for equipping all machines located outdoors, and therefore available to the public, with vandal-proof enclosures or cages. Approval of the protective devices used must be obtained from the City Contract Coordinator.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

END OF SCOPE OF SERVICES

SNACK VENDING MACHINE SERVICES

EXHIBIT "B"

RFP # 15-200

REGISTRATION FORM

Proposers should complete and return this form to the Finance Office prior **3:00 P.M. EST, Friday, March 6, 2015** in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

SNACK VENDING MACHINE SERVICES

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 15-200

Company Name: _____

Authorized
Signature:

Signature Print Name

Title:

Physical
Address:

Street

City

State

Zip Code

Telephone:

_____ Fax: _____

Email Address:

Web Site (if applicable):

Federal Identification Number:

This is a requirement of every Proposer.

SNACK VENDING MACHINE SERVICES

EXHIBIT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 proposal 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 proposal, 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 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 this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

SNACK VENDING MACHINE SERVICES

EXHIBIT "E"

REFERENCES

List below or on an attached sheet similar references per RFP requirements for providing Professional Foods & Beverage Vending services: Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____

Fax: (____) _____

Contact Person Name: _____

Title: _____

Description of services: _____

_____.

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____

Fax: (____) _____

Contact Person Name: _____

Title: _____

Description of services: _____

_____.

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____

Fax: (____) _____

Contact Person Name: _____

Title: _____

Description of services: _____

_____.

SNACK VENDING MACHINE SERVICES

EXHIBIT "F"

PROPOSAL WORKSHEET PRICE SCHEDULE BEVERAGES (REFRIGERATED)

CARBONATED SOFT DRINK

#	Item	Brand	Size	Price with commission	Price <u>without</u> commission
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$

FRUIT DRINKS

#	Item	Brand	Size	Price with commission	Price <u>without</u> commission
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$

WATER

#	Item	Brand	Size	Price with commission	Price <u>without</u> commission
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$

Proposer: _____ Date: _____

SNACK VENDING MACHINE SERVICES (CON'T)

CANDY AND SNACK MACHINES

Complete form below with a description of candies, snacks, cookies, crackers and gums. List must include **actual brand names** of items offered and selling prices. No other selling prices will be authorized.

#	Product Type**	Brand	Net Wt.	Price with commission	Price <u>without</u> commission
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$
20				\$	\$
21				\$	\$
22				\$	\$
23				\$	\$

** Please attach supplement pages as necessary.

Proposed commission to be paid to the City of Lake Worth as a percent of all sales revenue after sales tax from vending services provided to the city.

Beverages _____ **Percent (In Words),** _____ **% (In Figures)**

Candy & Snack _____ **Percent (In Words),** _____ **% (In Figures)**

Proposer: _____ **Date:** _____

SNACK VENDING MACHINE SERVICES

APPENDIX "A"

CURRENT CITY VENDING LOCATIONS

Locations are subject to change.

DEPARTMENT/ADDRESS	MACHINE
Utilities -Debra Jackson 1900 2 nd Ave North, Lake Worth, FL 33460	2 Machine - Soda & Snack*
Power Plant -Evanna Stephenson 117 College St., Lake Worth, FL 33460	2 Machine - Soda & Snack*
Garage -Suzanne Rosales 1749 3 rd Ave South, Lake Worth, FL 33460	2 Machine - Soda & Snack*
City Hall -Lynn Sexton 7 North Dixie Hwy, Lake Worth, FL 33460	2 Machine - Soda & Snack*
Sheriff Office 120 North G St. Lake Worth, FL 33460	2 Machine - Soda & Snack*
Water Distribution -Judy Love 1900 2 nd Ave North, Lake Worth, FL 33460	2 Machine - Soda & Snack*
Refuse -Sharon Lanciano 1880 2 nd Ave North, Lake Worth, FL 33460	1 Machine - Soda*
Grounds -Chris Kibben 1724 12 th Ave South, Lake Worth, FL 33460	1 Machine - Soda*
Beach -Tim Ehmke 10 th South Ocean Blvd, Lake Worth, FL 33460	1 Machine - Soda**
Osborne Community -Nicola Bohannon 1699 Wingfiled St., Lake Worth, FL 33460	1 Machine - Soda*

Outdoor Vending Machine - It shall be the responsibility of the vendor to provide protection from the weather and vandals. All cages and overhead protection must be approved in advance by the City Contract Coordinator.

* Existing Machine in the City of Lake Worth

** Need new machine