



REQUEST FOR PROPOSALS
RFP #15/16-08

PALM BEACH STATE COLLEGE
College-Wide Pouring Rights Partnership

KEY INFORMATION SHEET

RFP ISSUANCE DATE: **March 28, 2016**

PROCUREMENT CONTACT:

David Chojnacki
Procurement Director
Palm Beach State College

Phone: 561-868-3465

Office: 4200 Congress Avenue
MS 27, Building PS 100
Lake Worth, FL 33461

email: purchasing@palmbeachstate.edu

DEADLINE FOR QUESTIONS: **April 8, 2016**

PROPOSALS DUE DATE: **April 25, 2016**

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SECTION I - INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

Palm Beach State College is requesting proposals from qualified firms interested in entering into a strategic partnership for Pouring Rights with respect to beverages dispensed and sold at Palm Beach State College venues. Vendors are encouraged to read this RFP carefully and to submit proposals detailing their service approach and financial offering to fulfill the requirements outlined in this RFP.

Vendors 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 Vendor's proposal. Vendors are encouraged to include facility and equipment plans, services, revenue enhancing programs and other benefits not included in the proposal specifications in their proposals.

The information within this RFP is intended to provide the Vendor sufficient information to submit a proposal response based on their specific products supported.

B. BACKGROUND/SUMMARY SCOPE OF WORK

1. Background - Serving more than 47,000 students annually, Palm Beach State College is the largest institution of higher education in Palm Beach County, providing bachelor's degrees, associate degrees, professional certificates, career training and lifelong learning. Established in 1933 as Florida's first public community College, it offers more than 100 programs of study at locations in Lake Worth, Boca Raton, Palm Beach Gardens and Belle Glade. A fifth location is expected to open late fall 2016 in Loxahatchee Groves.
2. Existing Conditions – The College's current pouring rights agreement will expire August 31, 2016.
3. Summary Scope of Work -
 - a. This RFP solicits a level of service comparable to the finest found in the higher education institutions in the United States.
 - b. The Vendor will work with the College to improve sales and availability of beverages at College facilities. These services are highly visible factors that influence the recruitment, retention and overall satisfaction of the College's students.

- c. The successful Vendor shall continually implement innovations for continuous improvement of technology, merchandising, menu variety, customer satisfaction, price/value relationships and financial return.
- d. The successful Vendor 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.

C. FINANCIAL CONSIDERATIONS

The Pouring Rights Vendor is required to state their proposed financial return as indicted by completion of the financial return worksheet shown below. This is a suggested guide, items may be added or omitted as desired. The anticipated contract period will be for 5 years, with options to renew for one (1) additional five (5) year contract period. This worksheet will need to be completed as part of the submittal for Total Economic Value as discussed in [Section IV](#).

		Per Year	Over 5 years
Acknowledgement of Official Provider Status (annual payment)	\$ Payment		
Support of Palm Beach State College Foundation Golf Tournament	\$ Payment		
Support of Palm Beach State College Foundation Golf Tournament (in-kind)	\$ Value		
Targeted Athletics Support	\$ Value		
Signing Bonus	\$ Payment		
Annual In-Kind Product Provided	\$ Value		
Marketing Support of Palm Beach State College	\$ Value		
Other (Please specify)	\$ Value		
Other (Please specify)	\$ Value		

D. PROCUREMENT CONTACT

Upon release of this RFP, communication with the College is limited. There shall be no communication with College staff or trustees until an award is announced, with the exception of The Procurement Contact listed below who is the individual responsible for the conduct of this procurement, and is the sole point of contact for purposes of this RFP prior to the award of any contract: **David Chojnacki, purchasing@palmbeachstate.edu**

All Questions must be sent via email with the Subject: **“RFP# 15/16-08 College-Wide Pouring Rights Partnership”**

SECTION II – CONDITIONS GOVERNING THIS RFP

This section of the RFP outlines and describes the major events of the selection process and specifies general requirements. For purposes of this RFP, unless an actual date is listed, the other times for the sequence of events are estimated.

A. SEQUENCE OF EVENTS

- | | | |
|-----------|-----------------------------------------|-------------------------------------------|
| 1. | RFP Issuance | March 28, 2016 |
| 2. | Deadline to Submit Questions | April 8, 2016 |
| 3. | Response to Questions and RFP amendment | April 13, 2016 |
| 4. | PROPOSALS DUE DATE | April 25, 2016, 2 p.m. local time. |
| 5. | Proposals Review | April 27, 2016 – April 29, 2016 |
| 6. | Committee Recommendation | On or about April 29, 2016* |
| 7. | Submittal due to Board of Trustees | May 25, 2016* |
| 8. | Board Selection and Award | June 14, 2016* |
| 9. | Draft Contract due to College | June 24, 2016* |
| 10. | Contract Execution | On or about September 1, 2016* |

* May or may not occur during the period indicated as determined solely by the College in its best interest.

B. EXPLANATION OF EVENTS

1. **RFP Issuance** – RFP No. 15/16-08, College-Wide Pouring Rights Partnership, is issued by Palm Beach State College (hereafter referred to as College).
2. **Deadline to Submit Questions** - Questions will be accepted as to the intent or clarity of this RFP. Questions shall only be submitted by e-mail to the Procurement Contact. Responses to Questions may typically be provided within 7 business days and shall be posted on the college web site. Vendors should request project site visits in addition to the pre-bid meeting to review existing conditions. All visits shall be coordinated with the Procurement Contact.

3. **Responses to Questions and RFP Amendment** - All questions and responses, including any amendments to the RFP or granting of extension to the proposals due date will be posted on the college web site.
4. **Submission of Proposals** – One hard copy binder and a pdf of the binder on USB storage drive of the proposal **must be stamped received by the Procurement Contact no later than April 25, 2016, 2 p.m. local time at 4200 Congress Avenue, MS 27, Building PS100 Lake Worth, FL 33461.** Proposals submitted by mail or commercial delivery service should account for mailing and delivery time. A [campus location map](#) is available for hand deliveries.

It is the proposer's responsibility to verify they have received all released addenda and Q&A for this solicitation and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal. Print out addenda and Q&A, sign each page and include in proposal submission.

5. **Proposals Review** - Proposals will be reviewed for meeting the RFP requirements and will be weighed based on the scoring criteria listed herein.
6. **Committee Recommendation** – The Committee will make a recommendation to the Board of Trustees for award of this contract.
7. **Submittal to Board of Trustees** – The Committee will formally request approval of the vendor selection from the Board of Trustees.
8. **Board Selection and Award** – The Board of Trustees may approve the award of the contract to the recommended vendor.
9. **Draft contract** – The selected vendor will submit a draft contract to the College for review by general counsel. However, it should be noted that execution of the contract and its effectiveness are subject to the approval of the College, pursuant to and in compliance with its policies and procedures.
10. **Contract Execution** – All awards and resulting contracts must be approved in compliance with the College policies and procedures.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed.

1. **Cancellations/ Discussions** – The College reserves the right to cancel this RFP, accept or reject any or all proposals, in whole or in part, received in response to this RFP, to

waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Vendors in any manner necessary to serve the best interests of the college. The College also reserves the right, in its sole discretion, to award a contract based solely upon the written proposals.

2. Incurring Expenses – The College will not be responsible for any costs incurred by any Vendor in preparing and submitting a proposal, site visits, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.
3. Vendor Responsibilities - The selected Vendor shall be responsible for all products and services required by this RFP, including services provided by any proposed Sub-Contractors and manufacturers. The College will contract with the prime vendor. Any contract between a sub-contractor and a prime vendor must be consistent with the terms and conditions of any agreement between Vendor and the College and the College policy and procedures.
4. Acceptance of RFP - By submitting a proposal in response to this RFP, a Vendor acknowledges their ability to perform and willingness to accept the terms and conditions of this RFP.
5. Vendor Qualifications – The College may make such investigations as necessary to determine the ability of the Vendor, proposed manufacturer or proposed products to adhere to the requirements specified within this RFP.
6. General Conditions: To insure acceptance of the bid, follow these instructions:

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 shall 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. The College is not responsible for delays with postal delivery nor the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

DEFINITIONS: [College] refers to Palm Beach 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.

EXECUTION OF PROPOSAL: Proposals must contain a signature of an authorized representative in the space provided on the proposal submittal form. 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.

PROPOSAL OPENING: Shall be public, at the address indicated on the Solicitation document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded 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, email or telephone will not be accepted.

PRICES, TERMS and PAYMENT: Firm prices shall be quoted, which includes all packaging, handling, shipping charges and delivery to the destination shown herein. No change orders will be provided to the vendor for site conditions that Vendor could have determined upon a reasonable inspection or is otherwise known to exist as common knowledge within the industry.

COMMENCEMENT OF WORK/SHIPMENT. No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.

EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers that represents the best value to the College and/or best meets the Colleges needs as determined solely by the College.

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. Exemption does not apply to purchases of tangible personal property made by 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.

AWARDS: In the best interest of the College, the College reserves the right 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.

MISTAKES: Proposers are expected to examine the technical 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.

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.

COSTS: The College is not liable for any costs incurred by a proposer in responding to this Solicitation, including those for presentations, when applicable.

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.

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.

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, Florida Building Code 2010, ASCE 7-10, NFPA, NEC FCC, BICSI, TIA/EIA, IEEE, NEMA, ASTM, and UL standards. Failure to comply with the condition will be considered as a breach of contract.

FREIGHT TERMS: All goods will be delivered F.O.B. Palm Beach State College Central Receiving 4200 Congress Avenue Lake Worth, FL 33461 unless otherwise specified.

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.

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 items(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 considered incomplete with the specifications as listed on the proposal form.

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 or relative of the Palm Beach State College. Further, all proposers must disclose the name of any employee or family member thereof, 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 Solicitation.

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.

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.

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 Solicitation 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 pool.

SAMPLES: Samples of items, when required, must be furnished free of expense, on or before Solicitation 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, Solicitation 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.

PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. 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).

PUBLIC RECORD LAW: Any material submitted in response to this Solicitation 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 Solicitation.

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 their letter the specific regulation which required an alteration. The College reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.

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 a Solicitation 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.

LIABILITY: The vendor shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of the Solicitation and resulting contract.

ASSIGNMENT: Any Purchase Order issued pursuant to this Solicitation invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.

EMPLOYMENT OF ALIEN WORKERS: The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.

AVAILABILITY OF FUNDS: 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.

CONTRACT: Vendor agrees to be bound by the terms and conditions of this Solicitation and acknowledges that it must successfully negotiate a contract to be the awardee of this Solicitation. College reserves the right to negotiate a contract with an alternative respondent if a contract is not entered within 30 days of negotiations unless extended by the College.

PUBLIC MEETING NOTIFICATION: All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.

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 College.

CONSORTIUM PURCHASE: When a Solicitation 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.

ADDENDA: All addenda to this Solicitation will be posted to the Palm Beach State College Purchasing web page containing the original solicitation.

<http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>

PRE-DECISION DISCUSSIONS: 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.

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.

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.

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."

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 Solicitation 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 Solicitation and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.

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.

PROTECTION OF WORK, PROPERTY AND PERSONNEL. The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such is caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

DISCRIMINATORY VENDOR'S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List as maintained by Florida Department of Management Services 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.

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 Solicitation may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts

SUBCONTRACTORS: The proposer is fully responsible for all work performed under the Contract resulting from this Solicitation. The proposer may, upon receiving prior written consent from the College's Procurement Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of

the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer. The College may reject any and all subcontracts.

REJECTION OF PROPOSALS: 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 Solicitation. 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. College reserves the right to reject all responsive proposals at any time if it is in the Colleges best interest determined at the sole discretion of the College

INSURANCE REQUIREMENTS: 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 naming Palm Beach State College and its District Board of Trustees as additional insured evidencing coverage during the period the vendor is providing services per the following: 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. General Liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 Aggregate. 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 \$2,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work.

PROPOSAL INQUIRIES: The proposer may examine this Solicitation 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. 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 Solicitation shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this Solicitation, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications

VERBAL INSTRUCTIONS: 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 Procurement Director identified in this Solicitation 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.

TERMINATION AT WILL: The Contract resulting from this Solicitation may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery

INCLUSION OF SUPPORTING DOCUMENTS: All those submitting sealed replies in response to this Request for Proposals understand that the Solicitation 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.

PROPOSED RULES FOR WITHDRAWAL: 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.

PROPOSAL PUBLIC RECORD. Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

GOVERNING LAW. This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in Palm Beach County, Florida or the United States Court of the Southern District of Florida.

SOLICITATION and ADDENDA. It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addendum. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

DEFAULT and LITIGATION COSTS. In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default as allowable by law.

SITE VISITS/INSPECTIONS. The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Palm Beach State College Procurement Director by email according to the bid schedule in Section II. Inquiries must reference the date of Solicitation opening and Solicitation number

EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES. For the purposes of this RFP, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE

COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.

FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.

SUSPENSION OF WORK. The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time work can resume, or (2) terminate the contract, or (3) extend the period of suspension.

PROTESTING OF CONDITIONS/SPECIFICATIONS. Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the College administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest

must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the College administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based”.

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS. Award Recommendations and Tabulations will be posted in the Purchasing Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Purchasing Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the College administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based”. Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the contractor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court

proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, at Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

PREFERENCE TO FLORIDA BUSINESS: In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (5%) (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:

287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference

to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.

1Note.—Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”

D. SPECIAL CONDITIONS

1. **Award of Contract**: Vendors will be evaluated by a Selection Committee on their qualifications and abilities to successfully perform the scope of services as indicated herein. The College reserves the right to make award to a single vendor, or to reject any or all proposals received.

2. **Contract Term:** The purpose of the RFP is to establish a contract for exclusive beverage pouring rights beginning with an anticipated contract period from 09/01/2016, through 08/31/2021, with options to renew for one (1) additional five (5) year contract period with mutual agreement.
3. **Assignment of Contract:** It is expressly understood and agreed by the parties hereto that the Vendor 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 vendors, must be fully detailed in 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.

4. **Insurance Requirements:** Proof of the following insurance will be furnished by any awardee to the College by Certificate of Insurance within 10 days of notification by the College.
 - A. Commercial General Liability Insurance:
 - a. Each Occurrence: \$ 1,000,000
 - b. Personal and ADV Injury: \$ 1,000,000
 - c. General Aggregate: \$ 2,000,000
 - d. Products-COMP/OP Agg: \$ 2,000,000
 - e. Umbrella Liability: \$ 2,000,000
 - B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP: \$1,000,000.
 - C. Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
 - D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
 - E. Palm Beach State College and its Distict Board of Trustees must be listed as an additional insured.
 - F. Insurance Certification must contain a provision for notification to College 30 days in advance of any material change in coverage or cancellation.

- G. The College shall be named as an additional insured with reference to this RFP. Insurance Certificate must reference RFP# of this solicitation and must list the College as Additional Insured, as follows: "The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of (RFP 15/16-08 entitled COLLEGE-WIDE POURING RIGHTS) from date of commencement to six months after date of completion.
 - H. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
 - I. Prior to the commencement of any work the awardee must provide the College Purchasing Department with a Certificate of Insurance evidencing the above coverage and Palm Beach State College and its District Board of Trustees listed as additional insured. The College will not accept "claims made" insurance policies.
 - J. Any questions as to the intent or meaning of any part of the above required coverage's should be submitted in writing in accordance with Section II.
5. **Products and Services:** The products and services to be provided under this RFP shall include, but are not limited to:
- A. **Locations:** The Pouring Rights Vendor will be granted exclusive right for Beverage sales at the following campus locations:
 - a. **Dining Sevices**
 - i. Lake Worth (3 locations)
 - ii. Palm Beach Gardens
 - iii. Boca Raton
 - iv. Belle Glade
 - v. Loxahatchee Groves (scheduled to open late 2016)
 - vi. Dunkin Donuts (2 locations)
 - b. **Campus Bookstores**
 - i. Lake Worth
 - ii. Palm Beach Gardens
 - iii. Boca Raton
 - iv. Belle Glade
 - v. Loxahatchee (bookstore TBD)
 - c. **Other concessionaries on campus as needed**

d. **Vending:** The College will be conducting a separate vending services RFP and the firm that is awarded that contract will be required to provide only those beverages provided by the vendor awarded the Pouring Rights for the College.

B. **Prices:** The Vendor shall provide proposed prices for the beginning of the contract on September 1, 2016, and will remain firm for the first year of the Agreement. A format for providing these prices is included as Appendix C.

The College's expectation is product pricing and/or discounts will be equal to or lower than the price/discounts offered on beverage and beverage related items to the supplier's most favored customers, individual university customers or governmental agencies and will be maintained during the term of the agreement, unless otherwise agreed upon. If the Proposer desires to make changes after the first year of this agreement in prices, quantity, quality, or variety of products the Proposer must submit a written request for such changes together with specific justification for such changes.

The College will either approve or disapprove the changes within thirty (30) working days. 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.

C. **Staffing:** The College is of the opinion that the performance of the Vendor's staff, particularly managers and key supervisory personnel, influences customer satisfaction or dissatisfaction more than any other variable. Resumes of key personnel must be submitted.

The Vendor will provide its employees with proper instructions and training in customer relations as well as the functional job requirements. All employees are to fully understand that their primary responsibility is to provide service to customers.

The College may require the Vendor to remove any of the Vendor'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 Vendor.

All Vendor personnel operating on campus must be dressed in clean, distinctive uniforms. All vendor personnel will affix photo identification badges conspicuously on their clothing at all times while at any college location

The Vendor's proposal must contain detailed information describing the manner in which the Vendor plans to discharge its responsibilities.

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

The term "beverages" as used throughout this Request for Proposals shall be defined as incorporating the following elements:

- Carbonated beverages shall mean cola, lemon-lime, orange, and other flavored non-alcoholic beverages.
- Fruit juices shall mean fruit juice containing and fruit-flavored non-carbonated beverages including punches and ades.
- Mineral waters shall mean carbonated flavored and non-flavored waters.
- Water shall mean bottled still and sparkling waters including, for illustrative purposes, such drinks as Dasani, Aquafina, Crystal Geysler, Evian, Calistoga, etc.
- Isotonic beverages shall mean fluid replacement drinks sometimes referred to as "sports" drinks including, for illustrative purposes, such drinks as Gatorade and Powerade.
- Energy drinks shall mean caffeine and herbal containing "soft" drinks including, for illustrative purposes, such drinks as Red Bull and Rock Star.
- Tea drinks shall include pre-made, tea-based beverages whether flavored, unflavored, sweetened, or non-sweetened including, for illustrative purposes, such beverages as Nestea and Snapple. This category does not include those tea-style drinks currently available at coffee vendors currently on campus.
- Coffee drinks shall include pre-made coffee based drinks whether sweetened or unsweetened including, for illustrative purposes, such beverages as Frappacino. This category does not include fresh brewed coffee drinks available at several campus venues.
- Beverages shall not include products dispensed from reusable bottle refilling stations, which Palm Beach State College may place on campus to support sustainability initiatives.

6. **General Expectations:** The following are general expectations of a successful pouring rights partnership.

- The Vendor shall sell a variety, including size and type of container, of packaging for bottled and canned beverages for the purpose of resale in all campus retail outlets (including dining, bookstore, and concession operations).
- The Vendor shall provide a guarantee for shelf life of the products (four months for soft drinks, 90 days for juice and one year for water).
- The Vendor will use their best efforts to provide any additional varieties of beverage products and package sizes that may be requested by the College.
- The Vendor shall provide a full listing of all vended products to be sold that includes the product, brand, and volume/weight.
- The College reserves the right to select various flavors to be sold. It is the intent of the College to ensure the items served are nationally advertised name brand first quality.
- Significant changes to proposed product selections or package sizes must be pre-approved by the College.
- The College shall not be responsible for any damage to merchandise or equipment due to high ambient temperatures.
- Appendix D includes a list of coolers and beverage dispensing equipment at campus locations. The Vendor will, at its sole expense, upon mutual agreement with Palm Beach State College and any third party concessionaire when applicable, provide all beverage dispensing, pre-mix/post-mix equipment, lid and cup dispensers, merchandisers, coolers, ice dispensing, and other equipment as required by the College and its vendor partners.
- Equipment must be new or refurbished like new and be of maximized energy efficiency for the entire term of the Agreement, as set out in the minimum requirements. All machines will have a complete package of hardware including shut offs and back flow preventers. Equipment will remain the property of the Vendor.
- The College requires that all equipment and service procedures be maintained at the then state-of-the-art condition over the entire term of the contract.
- All machines must comply with current Americans with Disabilities Act guidelines and any current FDA labeling guidelines or those imposed during the life of this Contract.
- The Vendor may not install, move or change machines without prior written approval by the College. Unilateral placement or removal of equipment by Vendor is not

authorized. The College reserves the right, at its sole discretion, to have any equipment removed from College property.

- Ownership of all beverage dispensing equipment shall remain with the Vendor. The Vendor assumes all risk of damage or theft, however, the College will use reasonable precautions to protect the Vendor's equipment.
 - 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.
 - Vendors should submit renderings with their RFP of area décor and machine front custom PBSC graphics.
 - The Vendor agrees to have one of its executive level representatives contact the College within twenty-four (24) hours of any request by the College to discuss and resolve recurring problems of critical importance.
 - The Vendor shall maintain twenty-four (24) hour availability of a responsible employee, or his/her substitute, with decision-making authority to be contacted in the event of an emergency.
 - The Vendor shall notify the College of the organizational line of authority for management personnel from the local representative to the representative at the highest corporate level, including contact names, telephone and cell phone numbers and email addresses. The College shall be promptly informed of any subsequent changes in the company organization.
 - The Vendor will not be allowed to engage in excessive promotional practices that blatantly commercialize the campus in an effort to market product. The College, at its sole discretion, will determine what constitutes excessive.
 - All coolers provided must earn the Energy Star designation and meet Energy Star specifications for energy efficiency.
7. **Inspection by the College:** The College, through its representatives, may make periodic inspections of all the Vendor's facilities and beverage dispensing equipment, inside and out, to determine if such are in conformity herewith. The Vendor shall make all improvements as may be reasonably required by the College's representatives from time to time.
8. **Certified Sales Statement:** At the end of the Vendor's fiscal year, the Vendor 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 annual payments due, reconciling

these payments with the annual gross sales and clearly expressing whether or not, according to this contract, the vendor 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 only applicable if payments are dependent upon sales levels).

9. **Written Contract Requirement:** Prior to the start of the services as awarded under this RFP, the successful firm will be required to execute a written contract with the College. The contract shall include, but not be limited to:

- the RFP (including all attachments and exhibits) and the successful vendor's response to the RFP. In the case of a conflict, the documents shall prevail as follows: the Contract, the RFP and the RFP Response.
- If the College and the successful Vendor are not able to agree on a contract within 60 days after the award of the RFP, the College may undertake any one of the following actions:
 - (1) The College may agree to an extension of the date required to conclude a contract with the successful Vendor for another 30-day period.
 - (2) The College may formally terminate contract negotiations with the successful Vendor, and thereafter begin negotiations with the next succeeding most qualified Vendor(s), if necessary.

SECTION III – VENDOR MINIMUM QUALIFICATIONS

Vendors must clearly demonstrate and document within the Executive Summary portion of their technical proposal that, as of the proposal due date, that the Vendors meets the following minimum qualifications. The Executive Summary shall reference the page number(s) in the proposal where such evidence can be found.

A. EXPERIENCE

1. Vendor

- a. The Vendor should demonstrate, within the past 5 years, experience/past performance relating to pouring rights at a comparable institution.
- b. The Vendor should provide contact information for a qualified client representative for each of the references.

B. FINANCIAL ATTESTATION

1. **Financial Capacity** The Vendor must include evidence of financial capacity to provide the services required by this RFP and to protect the College against errors and omissions. The Vendor should provide information that demonstrates the ability of Vendor/Sub-contractor to provide sufficient personnel and resources to execute the project. The Financial Attestation Form shall be completed by the CPA or Accountant that completed a review of your company's most recent annual financial statement. Any proposal that fails to include a completed and signed Financial Attestation Form will be deemed non-responsive and will not be included in the evaluation process.
2. **Evidence of Insurability** - The Vendor must include evidence of its liability insurance, consistent with the requirements of this RFP.

SECTION IV – EVALUATION CRITERIA

Each proposal meeting the minimum requirements will be evaluated based on the following evaluation criteria. Vendors are encouraged to fully address each category completely, as points are assessed for responses to each separate category. This criteria shall be directly referenced by TAB in the Vendor's response. Refer to Section V for proposal format and organization, and Section VI for relative importance of each evaluation criteria.

A. QUALIFICATIONS AND EXPERIENCE – 20 points maximum

1. **Vendor** - Provide information about the qualifications and capabilities of the Vendor, including recent, relevant systems experience as it relates to pouring rights agreements. Thoroughly describe how the Vendor has supplied this same expertise for similar institutions. The following shall be included:
 - a. Current organization's name, address, telephone number, and fax number
 - b. Date that organization was established
 - c. Size of the organization
 - d. The number of years established in business, including operation under other firm names, providing services same or similar as described herein.
 - e. Principal place of business and number of other facilities
 - f. Other related business ventures
 - g. 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 titles, addresses, and telephone numbers
 - h. List any pending litigation
 - i. List any contracts cancelled or not renewed in the last five years, including a contact person for each account

In the event that the proposal consists of a Joint Venture, a fully executed Joint Venture Agreement between the parties is required. At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the parties and must identify one party as Prime for the purposes of this project.

2. **Service Office** – List the location of the office from which the service is to be managed and a list of the key contacts for the PBSC vending services contract.
3. **Ownership Information** – In order to eliminate any conflict of interest in making awards, please provide the following information concerning company ownership.
 - a. If sole proprietorship – Owner
 - b. If partnership – Owners or partners

- c. If corporation – President or Chief Executive Officer
4. **Experience** – Provide a narrative describing the corporate/company history of the firm that should include previous experience in beverage pouring rights agreements. Include history, structure, management, number of years involved in beverage pouring rights agreements and any other applicable information
 5. **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 and drug tests.
 - a. The proposal must contain the expected staff levels necessary to provide adequate service during normal periods and peak activity periods at all locations.
 - b. An organizational chart describing the organizational structure must be provided.
 - c. The function and basic responsibilities of key management and supervisory positions should be outlined.
 6. **Local Distribution Center** - The Vendor must have a local distribution center. The Vendor must identify and describe this current or proposed distribution center location.
 7. **References** - Provide a list of at least three references, preferably higher education clients, for which proposer has/had a pouring rights agreement within the last five (5) years.

Reference #	Client	Contact Name	Phone # / Email Address	# Years of Contractual Relationship	Annual Sales \$
1					
2					
3					
4					
5					

B. MERCHANDISING – 30 points maximum

1. **Maintenance** - The Vendor must provide a narrative description of the maintenance program based on requirements of this proposal.
 - a. The College will not be responsible for any maintenance or repair of beverage dispensing equipment/coolers.
 - b. All equipment is the property of the Vendor and the Vendor is responsible for providing an acceptable preventative maintenance and emergency twenty-four hour maintenance and repair program.
 - c. A notice providing a repair service telephone number must be affixed to each piece of equipment.
 - d. The Vendor is required to be able to respond to service calls placed to that number twenty-four hours a day.
 - e. Service calls on out-of-order equipment must be provided within four (4) hours; much more rapid response is necessary during normal operating hours.
 - f. The Vendor will provide a communication system that enables vending supervisors and the emergency repair dispatcher to promptly contact mechanics utilizing radio or telephone equipped service trucks.
 - g. The Vendor 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.
 - h. Beverage dispensing equipment and coolers are to be reconditioned as part of the regular maintenance program. The number of service personnel available to support the requirements as described in this RFP must also be included.
2. **Products** - The Vendor shall provide a complete product list with portions sizes available.
3. **Pricing** - The Vendor shall provide proposed prices for the beginning of the contract on September 1,2016, and will remain firm for the first year of the Agreement. A format for providing these prices is included as Appendix C.
4. **Graphics** - Vendors should submit renderings with their RFP of area décor and machine front for any custom PBSC graphics that may be used on machines.
5. **Restocking Schedule** - The Vendor should provide a proposed schedule for servicing the campus retail outlets.
6. **Special Promotions** - The Vendor should provide an overview of sample promotions that may be used at PBSC through the duration of this contact.
7. **Equipment** - The vendor should provide detailed information regarding the following categories. The College requires that all equipment and service procedures be maintained at the then state-of-the-art condition over the entire term of the contract.
 - a. List of new, direct from the factory, machines to be installed on campus

- b. List of like-new, refurbished, beverage dispensing equipment, to be installed on campus
 - c. State-of-the-art features available on installed equipment
8. **Reporting** - Provide report samples and a narrative on technology used to meet the reporting requirements included below.

The awarded Vendor shall provide electronic sales reports as specified by the College. All reports must be in user-friendly formats. Vendor 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 pre/post mix sales and case sales by location.
- b. The successful Vendor will reconcile these records and reports with the College designee as may be requested.
- c. Total transparency is required; the College may at any time request any additional supporting details, data or reports that are directly related to the Vendor's operations at the College. The Vendor must provide any such information within five (5) business days.

C. TOTAL ECONOMIC VALUE – 50 points maximum

1. **Financial Considerations** - The Pouring Rights Vendor is required to state their proposed financial return as indicted by completion of the financial return worksheet shown below. These are suggested categories of support and may be amended as required by the proposer.

		Per Year	Over 5 years
Acknowledgement of Official Provider Status (annual payment)	\$ Payment		
Support of Palm Beach State College Foundation Golf Tournament	\$ Payment		
Support of Palm Beach State College Foundation Golf Tournament (in-kind)	\$ Value		
Targeted Athletics Support	\$ Value		
Signing Bonus	\$ Payment		
Annual In-Kind Product Provided	\$ Value		
Marketing Support of Palm Beach State College	\$ Value		
Other (Please specify)	\$ Value		
Other (Please specify)	\$ Value		

2. **Financial Innovations and Growth Incentives** – The pouring rights vendor should provide a narrative of any financial incentives, innovation, growth incentives, in kind donations,

or other offers that are not a part of the financial considerations matrix presented in item 1.

3. **Proforma Submission** – The vendor should provide a one year Proforma if payments will be tied to sales.

SECTION V – PROPOSAL FORMAT AND ORGANIZATION

A. SUBMISSION

1. **Submittal**
 - a. **Number of copies** - Vendors shall provide one hard copy binder and one pdf in USB storage drive of each Volume. The Proposal shall be submitted to:
 - i. Purchasing: Palm Beach State College, 4200 Congress Avenue, MS#27, Lake Worth, FL 33461.
2. **Proposal Organization** – All pages of the proposal should be numbered consecutively from beginning (page 1) to end (page “n”) and be organized as detailed below.
 - a. **Section 1: Submittal Letter** - A Submittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal, and shall be signed by an individual who is authorized to contractually bind the Vendor to the services and requirements as stated in this RFP. In addition, it should identify the names, titles and telephone numbers of person (s) who have the ability to contractually bind the proposer, the source of her/his authority and the signature of the person(s) identified.
 - b. **Section 2: Title Page** - The proposal shall begin with a title page bearing the name and address of the Vendor, and the name and project number of this RFP and the names and titles of all persons authorized to speak on behalf of and bind vendor.
 - c. **Executive Summary** - The Vendor shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary”, including how the Vendor meets the minimum qualifications. The Executive Summary shall reference the page number(s) in the proposal where such evidence can be found. In addition, the summary shall also identify any exceptions the Vendor has taken to the requirements of this RFP.

- d. Responses to Evaluation Criteria – Refer to Section IV. for information regarding this category. Organize in the following order. Separation tabs per number for each evaluation factor listed below are required:
 - 1. Qualifications and Experience
 - 2. Merchandising
 - 3. Total Economic Value

- e. Financial Attestation – Refer to Vendor Minimum Qualifications, [Section III.B.](#)

SECTION VI– EVALUATION CRITERIA

A. INITIAL PROPOSAL REVIEW

The College reserves the right to accept or reject any or all proposals, in whole or in part, received in response to this RFP, and to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Vendors in any manner necessary to serve the best interest of the College. However, the College reserves the right to make an award without holding discussions. In either case of holding discussions or not holding discussions, the College may determine a Vendor to be not-responsive at any time after the initial closing date for receipt of proposals and the review of those proposals.

B. RANKING OF PROPOSALS

Proposals will be reviewed and rated by a Selection Committee. Points will be allocated as outlined below by each member of the Selection Committee to determine the overall ranking of the Vendors.

C. INITIAL EVALUATION

Evaluation of the proposals will be based on the criteria set forth below. The contract awarded as a result of this RFP will be awarded to the Vendor whose proposal is most advantageous to the College, considering the evaluation factors and financial considerations. The total value of all components of the Proposal is 100 points.

1. Selection Criteria

- a. **Evaluation** –A maximum total of 100 points are possible in scoring each proposal. The College will review, evaluate and rate the proposals. The evaluation criteria to be used by the College for the proposal and the corresponding point values for each criterion are as follows:

<u>Evaluation Factors</u>	<u>Available Points (100)</u>
1) <u>Experience and Qualifications</u>	20
2) <u>Merchandising</u>	30
3) <u>Total Economic Value</u>	50

D. NOTICE OF AWARD

The responsible Vendor whose proposal is most advantageous to the College, taking into consideration all evaluation factors, will be recommended for contract award to the District

Board of Trustees. The Procurement Contact, after concurrence by the College, will notify the finalist Vendor in writing of the results of the overall selection process.

SECTION VII – SUBMITTAL CHECKLIST

Vendors may use this Submittal Checklist to determine completeness of proposal, but the College makes no representation that this checklist is complete. Submittals should include one (1) hard copy binder and (1) one pdf on USB hard drive, and should include the following:

A. VOLUME I – TECHNICAL PROPOSAL

- () Submittal Letter
- () Title Page
- () Executive Summary
- () Response to Evaluation Criteria
 - () Qualifications and Experience
 - () Merchandising
 - () Total Economic Value
- () Financial Attestation

APPENDIX A - REQUIRED-RESPONSE-VENDOR-INFORMATION-FORM

Purchasing Department
Palm Beach State College
4200 Congress Avenue MS#27
Lake Worth, FL 33461

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

RFP# 15/16-08 College-Wide Pouring Rights Partnership			
Vendor Name			
Bidding As (Check One)	Corporation	Individual	Other (Explain)
Address			
City		State	Zip Code
Telephone		Fax	
Email			
Representative Name			
Representative Title			
Signature			

APPENDIX B - FINANCIAL ATTESTATION FORM

Instructions

- This is not a request for a copy of your financial statements. However, the College reserves the right to review your financial statement if such a review is in its best.
- The following data and ratios must be derived and/or calculated from the most recent financial statements audited by an independent accounting professional ("IAP"). Examples include the independent CPA, tax accountant, and financial statement preparer, or similar professional, external to the firm/company/organization submitting this form. Providing false or grossly inaccurate information may disqualify you or your company from doing business with the College under this or future solicitations.
- Each question must have an appropriate response. A blank, a response of "not applicable" or an unqualified response will be determined non-responsive. If you have any questions about how to complete this form, you are required to ask during the appropriate advertised period.

Vendor's (Applicant's) Name: _____

Vendor's (Applicant's) Address: _____

Name, Address and Contact Phone Number of the independent accounting professional "IAP" that audited the most recent financial statements for the above named vendor/applicant:

IAP Name: _____

IAP Address: _____ IAP Contact
Phone # _____

Is the "IAP" preparing or assisting in the preparation of this worksheet, certified Y / N? If certified, please indicate the certification of the "IAP" _____ (i.e. CPA, CMA, CGMA, EA, etc.)

The most recent financial statements audited by the "IAP" identified above were for the period ending _____

Were these statements Compilation/Review only Y / N? Audited Y / N? If audited, unqualified Y / N?

Financial Data and Ratios:

The gross income for the above referenced financial statements totaled \$ _____
[all revenues, less discounts, allowances, returns if applicable]

The gross income (GI) for the most recent three fiscal years was \$ _____

GI: Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____

The current liabilities noted in the above referenced financial statements totaled: \$ _____

Net Working Capital _____ Net Working Capital Ratio _____
[Current assets – current liabilities] *[Current assets / current liabilities]*

Reported a net after tax profit for the annual period referenced above Y / N?

Return on Assets (ROA) _____
[Annual net income / total assets]

I certify that I am the independent accounting professional "IAP" that audited the financial statements referenced above and that the information provided in this worksheet is true and accurate.

Print Name

Signature

Date

APPENDIX C - SAMPLE PRICE LIST

SAMPLE PRICE LIST*		
Proposer:		
Category	Proposed Price	Portion
PRE-MIX SYRUPS		
Cola		Per Gallon
Lemon-Lime		Per Gallon
Diet Soda		Per Gallon
Mountain Dew/Mellow Yellow/Equivalent		Per Gallon
POST-MIX SYRUPS		
Cola		Per Gallon
Lemon-Lime		Per Gallon
Diet Soda		Per Gallon
Mountain Dew/Mellow Yellow/Equivalent		Per Gallon
CONCESSION/FOOD SERVICE/RETAIL		
Cola, 20 oz		Per Case (____ per case)
Lemon-Lime, 20 oz.		Per Case (____ per case)
Diet Soda, 20 oz.		Per Case (____ per case)
Mountain Dew/Mellow Yellow/Equivalent, 20 oz.		Per Case (____ per case)
Water, Purified or Spring, 20 oz.		Per Case (____ per case)
Assorted Branded Tea, 16 oz.		Per Case (____ per case)
Assorted Branded Sports Drinks, 20 oz.		Per Case (____ per case)
Assorted Branded Energy Drinks		Per Case (____ per case)

*Please include any other categories or products that will be offered, on the next page

ADDITIONAL CATEGORIES OR PRODUCTS OFFERED

Category	Proposed Price	Portion

APPENDIX D - INFORMATION OF IMPORTANCE

Food and Beverages Unaudited Vending Sales Data

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
Month / Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9**
September	\$ 44,799.38	\$ 47,552.25	\$ 48,908.61	\$ 52,901.16	\$ 55,533.95	\$ 22,564.31	\$ 48,070.81	\$ 36,534.23	\$ 32,159.11
October	\$ 43,581.96	\$ 51,719.89	\$ 55,032.44	\$ 56,166.80	\$ 53,777.01	\$ 51,347.07	\$ 38,161.06	\$ 35,014.33	\$ 32,854.27
November	\$ 36,063.91	\$ 41,339.89	\$ 36,145.19	\$ 37,887.45	\$ 41,631.37	\$ 44,625.65	\$ 31,315.77	\$ 26,280.00	\$ 26,285.03
December	\$ 17,378.57	\$ 18,127.05	\$ 23,207.53	\$ 24,096.13	\$ 22,524.00	\$ 36,492.65	\$ 16,467.31	\$ 17,158.46	\$ 13,782.46
January	\$ 31,768.07	\$ 33,449.91	\$ 35,940.09	\$ 29,808.80	\$ 36,785.81	\$ 23,101.36	\$ 24,547.47	\$ 18,214.57	\$ 16,319.71
February	\$ 36,612.07	\$ 48,182.88	\$ 45,981.99	\$ 42,835.48	\$ 52,349.85	\$ 28,540.84	\$ 36,947.25	\$ 31,470.25	\$ 25,289.61
March	\$ 33,365.07	\$ 32,904.24	\$ 34,845.71	\$ 37,081.17	\$ 43,856.27	\$ 39,121.51	\$ 28,328.90	\$ 24,918.01	\$ 24,944.54
April	\$ 34,780.26	\$ 45,307.83	\$ 47,968.06	\$ 46,384.85	\$ 50,631.37	\$ 27,478.43	\$ 30,730.55	\$ 28,861.05	\$ 29,052.44
May	\$ 27,783.41	\$ 31,499.71	\$ 31,175.86	\$ 27,971.46	\$ 22,564.31	\$ 35,954.12	\$ 22,224.80	\$ 21,014.10	\$ 18,191.44
June	\$ 30,000.13	\$ 33,087.92	\$ 32,269.77	\$ 31,613.76	\$ 29,668.72	\$ 20,518.00	\$ 16,819.86	\$ 17,810.83	\$ 56,546.57
July	\$ 26,588.62	\$ 35,182.35	\$ 38,209.62	\$ 37,409.80	\$ 33,584.45	\$ 22,206.48	\$ 18,027.26	\$ 18,267.11	
August	\$ 23,231.95	\$ 21,200.10	\$ 19,627.51	\$ 22,225.17	\$ 28,917.87	\$ 17,804.29	\$ 16,107.19	\$ 15,004.38	
13th Period					\$ 24,368.82	\$ 9,647.55	\$ 18,929.16	\$ 15,457.05	
Total Collections	\$385,953.40	\$439,554.02	\$449,312.38	\$446,382.03	\$473,629.49	\$379,402.26	\$346,677.39	\$306,004.37	\$275,425.18

*Highlighted collection of \$22,564.31 were actually year 6.

**Year 9 included transition to sub-contracting arrangement and reporting was not consistent. The figured entered for June is representative of the closing months of this year.

Machine Types and Locations

<http://www.palmbeachstate.edu/purchasing/documents/2015-2016-vending-rfp-equipment-list.xlsx>

Campus Maps

Belle Glade: <http://www.palmbeachstate.edu/locations/documents/BelleGlade.pdf>

Boca Raton: <http://www.palmbeachstate.edu/locations/documents/BocaRaton.pdf>

Lake Worth: <http://www.palmbeachstate.edu/locations/documents/LakeWorth.pdf>

Palm Beach Gardens: <http://www.palmbeachstate.edu/locations/documents/PalmBeachGardens.pdf>

Loxahatchee Groves: <http://www.palmbeachstate.edu/locations/loxahatchee/>

Academic Calendar

<http://www.palmbeachstate.edu/academiccalendar/>

Other information can be found at:

<http://www.palmbeachstate.edu/qep/qep-quick-facts.aspx>

Staff Population Data as of 1/6/16

	Headcount
Full-time Bargaining Unit Members	347
Full-time Staff	822
Part-time Staff	143
Part-time Adjunct	267
Part-time OPS	419
Student	165
TOTAL	2,163

Student Unduplicated Headcount by Term

Term	Unduplicated Headcount
Spring 2013	30941
Summer 2013	19801
Fall 2013	32577
Spring 2014	31315
Summer 2014	19724
Fall 2014	32389
Spring 2015	30758
Summer 2015	20654
Fall 2015	32600

Case Sales by Year (Includes vending and retail bottles)

Year	Year 5	Year 6	Year 7	Year 8	Year 9
Term	9/1/2010-8/31/2011	9/1/2011-8/31/2012	9/1/2012-8/31/2013	9/1/2013-8/31/2014	9/1/2014-8/31/2015
BG Bookstore	86	154	169	174	190
Boca Bookstore	683	848	1078	875	967
LW Bookstore	482	627	690	748	567.38
PBG Bookstore	841	827	656	672	1005.42
LW Café	5709	7455	6152	6405	6808.38
PBG café	1336	1553	1179	1599	1852
Boca Café	2220	2778	2243	2350	2605
DD-PBG		711	854	596	495
DD-LW		268	345	194	298
Pepe James	220	260	212	179	144
Vending	7387	6658	5665	4973	4780
Fountain*					-689
Total Cases	18964	22139	19243	18765	19023
*Year 9 case totals at the Cafes included fountain syrup which is deducted in the fountain line to depict cases of beverage sold					

Fountain Volume (UNAUDITED)

Fountain Volume - Gallons/Cases	2015	Full Year	vs 2014
Month in Cal Yr: Jan	20	38	-18
Month in Cal Yr: Feb	58	30	28
Month in Cal Yr: Mar	5	33	-28
Month in Cal Yr: Apr	43	20	23
Month in Cal Yr: May	20	18	2
Month in Cal Yr: Jun	0	10	-10
Month in Cal Yr: Jul	25	20	5
Month in Cal Yr: Aug	8	35	-27
Month in Cal Yr: Sep	60	38	22
Month in Cal Yr: Oct	30	40	-10
Month in Cal Yr: Nov	23	23	0
Month in Cal Yr: Dec	25	25	0
Lake Worth Café	317	330	-13
Month in Cal Yr: Jan	20	35	-15
Month in Cal Yr: Feb	15	15	0
Month in Cal Yr: Mar	15	35	-20
Month in Cal Yr: Apr	15	20	-5
Month in Cal Yr: Jun	0	20	-20
Month in Cal Yr: Jul	0	10	-10
Month in Cal Yr: Aug	35	0	35
Month in Cal Yr: Sep	0	20	-20
Month in Cal Yr: Oct	15	15	0
Month in Cal Yr: Nov	0	30	-30
Month in Cal Yr: Dec	0	5	-5
PBG Café	115	205	-90
Month in Cal Yr: Jan	25	25	0
Month in Cal Yr: Feb	23	30	-7
Month in Cal Yr: Mar	20	20	0
Month in Cal Yr: Apr	10	20	-10
Month in Cal Yr: May	5	13	-8
Month in Cal Yr: Jun	10	0	10
Month in Cal Yr: Jul	10	25	-15
Month in Cal Yr: Aug	28	10	18
Month in Cal Yr: Sep	23	25	-2
Month in Cal Yr: Oct	35	30	5
Month in Cal Yr: Nov	20	20	0
Month in Cal Yr: Dec	5	13	0
Boca Raton Café	214	231	-9
Month in Cal Yr: Jan	0	0	0
Month in Cal Yr: Apr	0	3	-3
Month in Cal Yr: Jun	0	3	-3
Month in Cal Yr: Oct	0	3	-3
Belle Glade Café	0	9	-9
Total	646	775	-129

Cooler and BIB Equipment List

Equipment Information: College Cafe @PBSC Lake Worth (9438356) Lake Worth, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Cooler	Cool 3 DR Slide	GDM69 3 Door Slide w/Rev Cond	CAFETERIA-5159081	2807373	7241794	Lake Worth
PEP	Cooler	Cool 3 DR Slide	GDM69 3 Door Slide w/Rev Cond	CAFETERIA-1490048	2366414	6931113	Lake Worth
PEP	Cooler	Cool 3 DR Slide	GDM69 3 Door Slide	HOME CONCESSION 2	2821640	2270729	Lake Worth
PEP	Cooler	Cool 2 DR Slide LG >77"	VR45 2 DOOR SLIDE	Tech Center Area	2807303	101116312	Lake Worth
PEP	Cooler	Cool 1 DR XLG >77"	GDM26 1 Door Swing	MAIN-12882392	2803240	12882392	Lake Worth
PEP	Cooler	Cool 1 DR XLG >77"	GDM26 1 Door Swing w/Rev Cond	TC BUILDING	6062648	12411000	Lake Worth
PEP	Tea	Tea Urn 1Vlv	Tea Pkg w/1 Ceramic Tea Urn	TEA URN-CAFETERIA	58192	5689741KE157	Lake Worth
CUS	Postmix	Post Combo 200lb 10Vlv	ED200 10Vlv C3.0 CAF	CAFETERIA	1309099	62D0733ED071	Lake Worth

Equipment Information: Dunkin Donuts @PBSC LW (9467970) Lake Worth, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Cooler	Cool Countertop 1DR	GDM7 1 Door Swing	behind counter	1246980	14602754	Lake Worth

Equipment Information: PBSC-Bookstore #769 (9352885) LAKE WORTH, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Cooler	Cool 3 DR Slide	GDM69 3 Door Slide w/Rev Cond	Bookstore	1E+07	8160625	Lake Worth
PEP	Cooler	Cool 1 DR XLG >77"	GDM26 1 Door Swing w/Rev Cond	FRONT OF STORE	1E+07	4484884	Lake Worth
PEP	Cooler	Cool 1 DR MED 62-68"	GCG12 1 DOOR SWING ROCKSTAR	1ST FLOOR	1.1E+07	S153150129039	Lake Worth

Equipment Information: College Cafe@PBSC Boca (9438380) Boca Raton, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Cooler	Cool 2 DR Slide LG >77"	CD45 2 DOOR SLIDE	Cafe	1.1E+07	1DT1007041438	Boca Raton
PEP	Cooler	Cool 1 DR XLG >77"	GDM26 1 Door Swing w/Rev Cond	Lipton Cafeteria	2380159	6900788	Boca Raton
PEP	Cooler	Cool Countertop 1DR	UR30 7CF 1 DOOR SWING	Tropicana	2941124	tr032a1198424	Boca Raton
PEP	Cooler	Cool 2 DR Slide LG >77" (N	MT38P 2 Door Slide	CAFE-7550998	1217758	7550998	Boca Raton
PEP	Postmix	Post Combo 200lb 8Vlv C	IDC215BCH 8Vlv C4.0 SLVR CCARB	CAFE	2425354	62A1108JD107	Boca Raton

Equipment Information: Follet PBSC Book Store #772 (9349220) Boca Raton, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Cooler	Cool 3 DR Swing	GDM72 3 Door Swing	1ST FLOOR	1E+07	3042398	Boca Raton
CUS	Cooler	Cool 1 DR MED 62-68"	G12	bookstore	0	S153140520010	Boca Raton

Equipment Information: College Cafe@ PBSC PBG (9438378) Palm Beach Gardens, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Postmix	Post Combo 200lb 10Vlv	ED200 10Vlv C3.0 CAF	cafeteria	1309100	62D0733ED072	Palm Beach Gardens
PEP	Cooler	Cool 2 DR Swing LG >77"	GDM49 2 Door Swing w/Rev Cond	Burkhardt Bldg	1E+07	7987196	Palm Beach Gardens
PEP	Cooler	Cool 2 DR Slide LG >77"	GDM45 2 Door Slide w/Rev Cond	CAFETERIA-14874197	1.1E+07	4172644	Palm Beach Gardens
PEP	Cooler	Cool 1 DR XLG >77"	CD26 1 DOOR SWING	cafeteria-42021082	1E+07	1BX1104041718	Palm Beach Gardens
PEP	Cooler	Cool Countertop 1DR	DC7H Solid Side Countertop	counter	2299345	1BV1203042029	Palm Beach Gardens
PEP	Cooler	Cool Countertop 1DR	DC6 CT 1 Door Swing	Cafeteria	2463722	1BR1012041596	Palm Beach Gardens
PEP	Cooler	Cool 2 DR Slide LG >77"	ESM42 2 DOOR SLIDE	CAFETERIA-42021094	1309217	42021094	Palm Beach Gardens
PEP	Cooler	Cool 1 DR XLG >77"	MT27P 1 Door Swing	Cafe	1248694	6251317	Palm Beach Gardens

Equipment Information: PBSC-Bookstore #770 (9354136) Palm Beach Gardens, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Cooler	Cool 1 DR SM 54-56"	MC260 10CF 1 DOOR SWING	Register Area	1.1E+07	5112567964	Palm Beach Gardens
PEP	Cooler	Cool 3 DR Slide	GDM69 3 Door Slide w/Rev Cond	window	1.1E+07	4849087	Palm Beach Gardens

Equipment Information: PEPE JAMES CAFE AT BELLE GLADE (9623782) Belle Glade, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Postmix	Post Frozen Carbonated	ULTRA 2A 2 HOP ICE SYSTEM	CAFETERIA	1360497	ULTR090931	Belle Glade
PEP	Cooler	Cool 3 DR Slide	GDM69 3 Door Slide	CAFE	2361623	3201433	Belle Glade

Equipment Information: Follet PBSC Book Store #3035 (9348906) Belle Glade, FL

Ownership	Equipment Type	Equipment Sub-Type	Make/Model	Location	Asset #	Serial #	Campus
PEP	Cooler	Cool 1 DR XLG >77"	GDM26 1 Door Swing w/Rev Cond	FRONT WALL-3908058	1E+07	3908058	Belle Glade