



REQUEST FOR PROPOSALS

CITYWIDE HEALTHY VENDING MACHINE SERVICES RFP No. 04-18-19

ADVERTISEMENT DATE

MONDAY, MARCH 25, 2019

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

FRIDAY, APRIL 12, 2019, BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE

FRIDAY, APRIL 26, 2019, BY NO LATER THAN 3:30 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Contact Person: Marie Charles, Purchasing Department
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886



The City of North Miami is seeking Proposals from qualified and experienced vendors to provide Citywide healthy vending machine services for the sale of healthy snacks and beverages for the benefit of City employees and visitors at various locations.

Please submit one (1) original Proposal, five (5) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

IMPORTANT: SOLICITATION ENCLOSED
Citywide Healthy Vending Machine Services
RFP 04-18-19

The City’s tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Monday, March 25, 2019	
Deadline for Receipt of Written Questions:	Friday, April 12, 2019	3:30 pm
Deadline for Proposal Submittal:	Friday, April 26, 2019	3:30 pm
Evaluation Committee:	TBD	TBD
City Council Contract Approval Date:	TBD	TBD

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent(s) offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

CONE OF SILENCE ORDINANCE

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix “B”** for further information).

We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade
Purchasing Department

Table of Contents

Section / Title

Section 1.0 Instructions to Proposers / General Terms and Conditions.....	4
Section 2.0 Special Conditions.....	10
Section 3.0 Scope of Services / Technical Specifications.....	15
Section 4.0 Evaluation / Selection Process.....	20
Section 5.0 Proposal Format.....	22
Section 6.0 Proposal Form.....	26
▪ Appendix “A” Price Proposal.....	30
▪ Appendix “B” Cone of Silence.....	34

All of our Contract forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Proposal Certificate
- A-3 Local Preference Affidavit (*if applicable*)
- A-3(a) Statement of intent (*if applicable*)
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda (*if applicable*)
- A-6 Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7 General Insurance Requirements
- A-14 References

Section 1.0 Instructions to Proposers / General Terms and Conditions

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- c) "Contractor" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- d) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- e) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
- f) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract.
- g) "Solicitation" means this Request for Proposals (RFP) document, and all associated addenda and attachments.
- h) "Subcontractors" or "Sub-consultant" shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- i) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities, and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and

awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost-effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This Solicitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub-consultants or Subcontractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents, and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub-consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or assigned (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or

clarifications concerning the Solicitation, the selection process, and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub-consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov)**

and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14 PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation

number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- a) When such rejection is in the interests of the City;
- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsible; or
- d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. **Failure to comply with these requirements may result in a Proposal being deemed non-responsive.**

1.22 PROPOSAL EVALUATION AND COMMITTEE INTERVIEW

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's results and recommendation for award shall be submitted to the City Council for review by the Purchasing Department.

1.23 CITY MANAGER'S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation; or
- c) Reject all Proposals

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

The City may award one or more contracts but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required information and any other items as indicated on the Proposal Form. Proposals may be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This Solicitation is issued subject to Sections 7-192 and 7-193 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and Evaluation Committee members

following issuance of the Solicitation (**see Appendix "B"**).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to verbal communications at pre-solicitation conference, verbal presentations before selection committees, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable IFB, RFP, or RFQ documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub-consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement may render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City (**See "Form A-6"**).

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires individuals and business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application from our website at http://www.northmiamifl.gov/departments/purchasing/vendor_registration.aspx it is the responsibility of each vendor to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this Solicitation.

1.31 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PUBLIC RECORDS

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (**see Form A-3**).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; and/or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (**must submit Form A-3(a)** as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business reference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATIONS OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.36 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution.

1.37 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.38 LATE SUBMISSIONS

The City will **not** accept Proposals received after opening time and encourages early submittal.

1.39 SOLICITATION OPENING

Properly received Responses will be announced at the Bid Opening. Responses will be opened in the City Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street, North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.40 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.41 FORCE MAJEURE

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic riot or civil disturbance, war of terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal

to the total numbers of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

1.42 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Chapter 2, Division 1, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Vendors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Vendor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.44 EEOP UTILIZATION REPORT

City of North Miami EEOP Manual will be provided upon request.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami is seeking Proposals from qualified and experienced vendors to provide Citywide healthy vending machine services for the sale of healthy snacks and beverages for the benefit of City employees and visitors at various locations.

2.2 TERM OF CONTRACT

The initial term of the Contract shall be for one a (1) year term. The price of vending products offered by the Vendor in its Bid Proposal shall be based on services for the first year. This Contract shall remain in effect for the entirety of the initial term; provided that the services rendered by the Vendor(s) during the Contract period are satisfactory. In the event services are scheduled to end because of the expiration of this Contract, the Vendor shall continue the service upon the request of the City Manager.

2.3 OPTION TO RENEW

The initial contract prices resultant from this Request for Proposal shall prevail for a one (1) year period from the contract's effective date. The City Manager or duly authorized designee reserves the sole option to renew this Contract for four (4) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Firm in accordance with the Scope of Work stated herein.

2.4 METHOD OF AWARD

See Section 4 for method of evaluation and award.

2.5 PRICES ADJUSTMENTS

If the Proposer is awarded a contract under this solicitation, the prices proposed shall remain fixed during the initial term of contract. However, the Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term. In addition, the City reserves the right to re-negotiate the percentage fees for the renewals of the contract.

It is the successful Vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted no less than ninety (90) days prior to the then current term. Any request received with less than ninety days' notice may not be considered. If no adjustment request is received from the successful Vendor, the City will assume that the successful Vendor has agreed that the next year term will be without any upward price adjustment. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing based on the downward movement of the applicable Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the successful Vendor, and/or to terminate the contract with the Vendor based on such price adjustments.

2.6 INDEMNIFICATION AND INSURANCE

Vendor(s) must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory Limits and Employer's Liability Insurance - \$500/500/500
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Commercial General Liability Insurance - \$1,000,000 for each occurrence / general aggregate, to include personal advertising injury and products/completed operations
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Vendor(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance; 30-day notice of cancellation must be included in the additional insured endorsement. Vendor shall guarantee all required insurances remain current and in effect throughout the term of contract.

Vendor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners principals or subcontractors.

Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

2.7 MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

- Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected to provide the Services shall be duly registered and qualified to do business with the State of Florida.
- **References:** Respondent must provide at least three (3) references of business clients and/or governmental agencies to which it has provided similar Services. If available, such references should be representatives of Florida Public Agencies to

which the Respondent is currently providing, or has provided services within the last five (5) years. **It is the responsibility of the Vendor to ascertain that the contact person will be responsive. The information should be provided on Contract Form A-14.**

2.8 CLEAN-UP

All unusable materials and debris shall be removed from the premises by the Awarded Vendor during installation, resupplying, repairing, or any other type of work on the vending machines to the satisfaction of the City.

2.9 DEFICIENCIES IN WORK TO BE CORRECTED BY THE AWARDED VENDOR

The Awarded Vendor shall promptly repair or replace (in accordance with Section 2 Special Conditions, Paragraph 2.25) machines that are not in working order; meaning a machine not properly performing any of its customary vending functions. The Awarded Vendor shall make all repairs/replacements within twenty-four (24) hours after it notices (or the City notifies the Awarded Vendor) that a machine is not performing properly. The Awarded Vendor shall notify the City for each malfunctioning machine. The Awarded Vendor shall bear all costs of any such repair or replacement. If the Awarded Vendor fails to repair or replace the machine within 24 hours, the City will impose infraction fees in accordance with Paragraph 2.34. If the replacement/repair is not completed in 5 calendar days, the City may at its discretion, notify the Awarded Vendor in writing that it is subject to contractual default. The City may place the Awarded Vendor on default, obtain the services through another vendor to correct the deficiencies, and charge the Awarded Vendor for any additional costs.

2.10 ADDITIONAL LOCATION(S)

Although this solicitation and resultant contract identify specific facilities to be serviced, it is hereby agreed and understood that any City department or agency facility may be added to the awarded contract at the option of the City. When required by the pricing structure of the contract, vendor(s) under the awarded contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If the awarded contract has a single incumbent vendor, the additional site(s) shall be added to the awarded contract by formal modification of the award sheet. If there are multiple incumbent vendors under the awarded contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The City may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

2.11 MACHINES SHALL BE MOST RECENT MODEL AVAILABLE

All machines installed by the Awarded Vendor during the entire term of the contract shall be new, or like new and the latest models with the most recent tamperproof non-re-settable meters and in accordance to the specifications in Section 3. The City would prefer machines with financial accounting systems. Replacement machines shall meet or exceed all the requirements in the Request for Proposal. The machines shall conform to all applicable local, state, and federal requirements. All components, including but not limited to wiring, accessory mountings, parts, connectors, and adjustments, are to be in accordance with current American Society of Heating, Refrigeration, and Air-Conditioning

Engineers (ASHRAE) Standards and recommended practices. The engineering, materials, and workmanship shall exhibit a high level of quality and the appearance shall be consistent with, or shall exceed industry standards. Any components ordinarily considered optional, which are required in accordance with the bid specifications shall be considered standard equipment for purposes of this solicitation. Omission of any essential detail from the requirements and specifications does not relieve the Awarded Vendor from furnishing a complete unit. All costs for removal of any machine not meeting this requirement shall be borne by the Awarded Vendor.

2.12 LICENSES, PERMITS, AND FEES

The Awarded Vendor shall obtain and pay for all licenses, permits, and fees required for this scope of services; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the City or the Awarded Vendor for failure to obtain required documentation shall be borne by the Awarded Vendor.

2.13 DAMAGE TO PROPERTY

The Awarded Vendor shall be responsible for any and all damages to any City or vendor's property resulting from the delivery, installation, or operation of its vending machines. Such damage shall be promptly repaired to the City's satisfaction at the Awarded Vendor's expense under City supervision. The City shall not be responsible for any damage due to vandalism.

2.14 INFORMATION & DESCRIPTIVE LITERATURE

Beverages and Snacks: Vendor shall submit a list of the proposed products, manufacturer and/or brand names and label information indicating the specifications and ingredients for the products that will be sold under the contract. This information shall be included with the bid submittal and as requested by the City during the contract term. This list shall be maintained by the Awarded Vendor and be readily available to consumers in case of allergy concerns. The Awarded Vendor shall not place any item for sale to consumers for which it does not have a list of ingredient available to the City for its approval.

All Vendors are required to submit this list with their bid, however, the City may, at its sole discretion, allow the Vendor(s) to submit, or supplement the product list during the bid evaluation period. Failure to provide the product list, as specified by the City, may result in the Vendor's offer being declared non-responsive.

2.15 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of the bid submittal, Vendors are required to identify all sub-contractors that will be used in the performance of the contract to include their capabilities, experience, and the portion of the work each sub-contractor will perform. If the Vendor fails to identify any and all sub-contractors in the bid submittal, the Vendor may be allowed to submit this documentation during the evaluation period. Any subcontracting and/or substitution of subcontractor arrangements must be approved in writing by the City prior to initiating the contract and throughout the duration of the contract. The Awarded Vendor will be required to complete a Subcontractor/Supplier Listing affidavit contingent upon award.

2.16 SAFEGUARDING FOOD ITEMS

It shall be the responsibility of the Awarded Vendor to safeguard all goods by removing recalled and/or expired items, rotating items, and/or performing only the best industry practices to ensure food safety.

2.17 COUNCIL MEETING

Vendor must be available to attend City Council meetings when required. Vendor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representatives.

END OF SECTION

SECTION 3.0

SCOPE OF SERVICES

3.1 SCOPE OF SERVICES

The City of North Miami is seeking a qualified and experience Vendor to provide, install, maintain and service a healthy vending machine operation for City employees and the general public throughout the City of North Miami. Concession locations and current configurations are listed below. Vendor will propose replacement configurations for machines currently in place to provide a variety of healthy snacks and beverages, including healthy fresh fruit juices, all natural organic snacks, healthy fruit bars, healthy fruit snacks, baked and naturally popped chips, water, and optional healthy smoothies.

Healthy foods for this contract are defined as products which contain only “all natural ingredients” which means no trans fats, artificial flavors, preservatives, artificial sweeteners, synthetic ingredients or high fructose corn syrup (HFCS). The vendor shall ensure that a minimum of 50% of all the snacks and beverages per machine must contain “all natural ingredients”.

The City reserves the right to request changes in products offered. The Vendor shall endeavor to accommodate the City’s requests or provide justification for rejection. All product change requests will be subject to prior agreement and approval by the City.

The Vendor may request changes in vending equipment or products if sales do not warrant continuation. Such requests should be submitted in writing to the City for review and consideration. If the request is approved, a mutual date will be agreed upon for the change to take effect.

The Vendor shall submit as a part of this proposal, the quantity and variety of machines proposed, as well as a complete listing (manufacturer, name of product, and sale price) of proposed products.

3.2 EQUIPMENT REQUIREMENTS

It will be the responsibility of the Vendor to make the necessary site visits to determine available space for installation, available utility connections and proposed arrangement, capacity, variety and product mix of vending machines. The successful Vendor shall provide new or like new equipment or a City-approved equal. Vendor should include as part of his proposal pictures of machine graphics and the quantity and variety of machines proposed per location, as well as a listing of proposed products, including brand names and nutritional contents of foods and beverages. Equipment that is not located in an air-conditioned environment must be refrigerated so items will maintain freshness. All equipment, machinery electrical appliances, cords, and apparatus shall comply with all provisions of the Florida State Safety Standards.

3.3 DELIVERY AND INSTALLATION

Equipment shall be delivered, installed and operational at all awarded locations within a period of thirty (30) days after notification of award. Equipment shall be installed so as to present an attractive, flush-front, matched and uniform configuration. Equipment shall be secured to provide for safe, secure operation and to prevent tipping or shifting. All delivery and installation costs shall be the sole responsibility of the Vendor.

3.4 SCHEDULE OF SERVICE

The Vendor will service (replenish) all machines on a regularly scheduled basis. This schedule shall be determined in consultation with the departments involved and shall not be changed without first notifying the affected party. It should not be necessary for any department to call the Vendor and inquire as to why machines have not been serviced.

3.5 MAINTENANCE AND REPAIRS

The City expects prompt service from the Vendor in response to equipment that is inoperable; vending problems related to lost money, equipment failure or product complaints. Service calls shall be responded to within twenty-four (24) hours from City notification to Vendor. If equipment repairs cannot be made on-site, and downtime is determined by the City to be excessive, the Vendor may be requested to replace the equipment with a loaner unit until such times as repairs can be completed or the Vendor provides a permanent replacement.

3.6 LOST, STOLEN OR DAMAGED EQUIPMENT

Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City.

3.7 SUPPLY OF MERCHANDISE

The Vendor agrees to provide and maintain an adequate supply of merchandise for dispensing in the equipment provided. The Vendor shall be responsible to provide an adequate routing schedule to ensure that merchandise is continuously available and equipment is properly functioning.

3.8 RECORDS

The Vendor must maintain, during the course of the awarded contract, all books of account, reports, and records used in this type of operation in accordance with generally accepted accounting practices and standards. The form of all the records and reports will be subject to the approval of the auditors of the City. The City must be permitted, during normal business hours, to audit and examine the books of account, reports, and records relating to this operation, for a period of up to three (3) years.

3.9 TAXES/ LICENSING

Retail and rental taxes and licensing are the responsibility of the Vendor and shall be handled in accordance with Florida State Statutes.

3.10 REFUNDS

The Vendor may provide the City with a refund "fund" to allow the immediate reimbursement to customers for lost money related to equipment malfunction or product complaint. The Vendor should include a description of his procedures for handling refunds and the turn-around time for addressing product complaints/replacements as part of the bid response. The final procedure for such shall be subject to agreement and approval by the City.

3.11 DISCONTINUATION OF SERVICE

In the course of the awarded contract, if the Vendor determines that a specific location and/or machine is not providing adequate revenue to the Vendor to warrant continuation of service at that location, the Vendor shall submit a written request for removal of said

equipment. This request should detail the location, type of merchandise and an accurate report of sales and revenue generated. The request shall be directed to the attention of the Buyer for evaluation.

3.12 VENDING SERVICES AND MACHINES

Beverages: With the exception of City Community Centers, which shall contain 100% healthy food and drink choices, beverages offered in each current and future vending machine of the City of North Miami will contain at least 50% of a combination of the following:

1. Water (with no additives)
2. 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container)
3. Dairy milk, non-fat, 1% and 2% only (no flavored milk)
4. Plant-derived (i.e. rice, almond, soy, etc.) milk (no flavored milk)
5. Artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements)
6. Other non-caloric beverages, such as coffee, tea, and diet sodas

Snacks/foods: With the exception of City Community Centers, which will contain 100% healthy food and drink choices, each current and future vending machine of the City of North Miami will contain at least 50% of all foods and snacks that will meet the following criteria:

1. Not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard
2. Not more than 10% calories from saturated fat
3. Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
4. Not more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners and fats
5. Not more than 360 mg of sodium per serving
6. Contain at least 2 grams of dietary fiber per serving

In addition, we would encourage expanding healthy food and drink choices to greater than 50% to further encourage healthy eating habits.

Vendor shall include as part of Bid response a listing of proposed products, including brand names of foods and beverages. Only nationally recognized premium brands should be proposed.

3.13 CURRENCY, COIN USAGE AND CREDIT CARD

All vending equipment shall have the ability to accept one-dollar bills and various coins and to dispense change for any product. Vendor should specify details on bill changer and change capacity as part of the bid response. Debit and Credit card vending machines are recommended.

3.14 OTHER VENDORS RESPONSIBILITIES

Vendor shall provide all necessary labor and supervision to accomplish the tasks detailed herein. Vendor personnel shall be adequately trained, present a professional appearance

and be readily identified by uniform or identification badge as an employee of the Vendor while on City property.

Vendor shall work with the City to determine the need for area signage and, if required, provide such signage without cost to the City. Vendor should present plans for merchandising or marketing promotions to the City and secure prior approval before implementation of any such activities. No signs, advertising or promotions shall be initiated by the Vendor without prior approval by the City.

Vendor shall be responsible for the removal of all empty cartons and defective and spoiled products from the vending area to a waste disposal area designated by the City.

3.15 LOCATIONS

Existing Locations and Machines	
Location	Address
Parks Operations Center	12181 NE 13 th Avenue
Griffing Adult Center	12220 Griffing Blvd
Keystone Park Community Center	13050 Ixora Park
Sunkist Grove Community Center	12550 NW 13 th Avenue
Thomas Sasso Pool	12502 NW 11 th Avenue
City Hall	776 NE 125 th Street
North Miami Police Department	770 NE 124 th Street
Public Works – Motor Pool	1855 NE 142 nd Street
Public Works – Operation Center	1815 NE 150 th Street
Public Works – Water Plant	12098 NW 11 th Ave
Utility Billing Customer Service	809 NE 125 th Ave

3.16 PRODUCT PRICE SCALE

The Awarded Vendor shall establish and maintain prices in accordance with industry standards. Prices of the items sold shall be submitted with bid or upon request. The City reserves the right to negotiate product prices.

3.17 AUDITS / REPORTS

The Awarded Vendor shall collect vending machine revenues. A product sales report/statement shall be delivered to the City Purchasing Department quarterly. Delivery of said report/statement shall be by the fifth day of January, April, July and October. This report shall be computer generated in an excel spreadsheet format, styled in columns each headed with the following information and sorted by location.

- 1) Name and address of facility;
- 2) Machine serial number and location outlined in coded suffixes

- 3) Number of products sold for month reported;
- 4) Total gross sales for the month with tax information detailed separately; and
- 5) Dollar reading of non-re-settable meter.

The reports shall also include data of removal and/or replacement of machines in and out of City facilities and the name of the City Administrator who authorized such actions. The City may also require the Awarded Vendor to provide sales information by location. These reports shall be submitted in hardcopy form and signed by the Awarded Vendor's authorized representative. An electronic copy shall be available to be transmitted via e-mail or submitted by CD to the purchasing department.

All books and records related to the contract must be made available for inspection and audit at any time to the proper City personnel. Records must conform to generally accepted accounting principles (GAAP) as promulgated by the American Institute of Certified Public Accountants. Violation of this procedure may result in re-procurement charges, restitution, and/or termination. The City reserves the right to contact the Awarded Vendor and to perform random audits on the reporting of meter reading on any machine.

3.18 FINANCIAL INCENTIVES

Each vendor must submit with proposal a sample report of commission remittance of current customers. The Vendor agrees to compute, report, and pay monthly percentage to the City due from gross vending receipts of the previous month in accordance with the agreed upon percentage as indicated in **Appendix "A"**. The percentage of to the City shall be calculated on gross sales less applicable sales tax. Accompanying the check representing payment of commission due, a statement of sales with the audit report.

END OF SECTION

SECTION 4.0 EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

This Contract will be awarded to the Respondent which provides the best value and is in the best interest of the City in accordance with City’s Procurement Code.

4.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, proposed products, video management solutions, and price proposal of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 4.3.

4.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor, if any.

EVALUATION CRITERIA

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Experience & Qualifications (see Section 5.1 – Part V)	25
2	Methodology & Approach (see Section 5.1 – Part VI)	25
3	Proposed Food & Beverage Items (see Section 5.1 – Part VII)	40
4	References (see Section 5.1 – Part VIII)	10
TOTAL		100

4.4 COMMITTEE INTERVIEWS

Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent's proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City/Agency will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

4.5 NEGOTIATIONS

The City may award a Contract to the highest ranked firm based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS, AND EVALUATION CRITERIA HEREIN.

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double-sided, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be marked "ORIGINAL". The document copies should be individually bound. Digital copies must be provided on a CD or USB flash drive in Adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

Proposal shall be limited in size as to what can fit into a 2 1/2" binder. USB Flash Drive must be clearly labeled with Company Name and Proposal Number.

Each Proposal must be submitted as follows:

- One (1) original (must be clearly identified as "ORIGINAL")
- Five (5) copies
- One (1) digital copy on a CD or USB flash drive clearly labeled with Company Name

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed Services.

5.1 PROPOSAL FORMAT

The proposal should be in the following format:

LABEL EACH SECTION AS NUMBERED

Part I - Proposal Contact Information Form

Please use Cover Page and Contact Information form attached hereto under **Section 6.0** of this Solicitation as the first sheet of your Proposal. This form must be completed and signed by an authorized officer of the company. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

Part II - Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

Part III – Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation.

Part IV - Business Structure

Corporations, Joint Ventures, or Partnerships - Submit a copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of the most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

Part V - Experience & Qualifications – 25 Points

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

Proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Proof of the requisite insurance coverages (see Section 2.6).

Part VI - Methodology & Approach – 25 Points

Proposer's approach methodology to providing the services requested in this Solicitation.

- Approach for refreshing and restocking / Visits.
- Vendors shall describe how they plan to implement and initiate their services during the transition period from the City's current vending machine services to the new contract.
- Vendors must be able to provide the City with the latest generation of vending machines and must describe the make, model and type of equipment to be used under this contract (**see Section 2.11**).
- Vendors shall also describe their approach to dispute resolutions dealing with malfunctioning of their vending machines (**see Sections 3.5 and 3.10**).
- Vendors must disclose if it intends to use any area of the vending machine as promotional spaces, and if so the Vendor acknowledges that any such promotional material must first be approved by the City and may require that a percentage of the promotional fee also be paid to the City.

Part VII – Proposed Food and Beverage Items – 40 Points

Vendors must provide a detailed description of the type of foods and beverages to be provided in the City's vending machines, with an emphasis on healthy offerings, including but not limited to price, size, and nutritional content (**see Section 3.12**).

Moreover, all Vendors must also describe how they intend to address the following items throughout the performance of this contract:

- Pricing healthy items in an affordable way.

Vendors must also include in this section their pricing and concession fee proposal (i.e. the City's percentage of participation) referenced under **Appendix "A"** of this Solicitation. Vendors are encouraged to make copies of the form contained under **Appendix "A"** as needed to ensure that a complete list of their proposed products are submitted for review by the City.

The City reserves the right to request that sample food and beverage items be submitted by each Vendor to be used as product sampling by the Evaluation Committee as part of the evaluation and selection process for this Solicitation.

Part VIII – References – 10 Points

The Respondent must submit references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. **References can only be listed for work performed within the last five (5) years.** Only one reference may be submitted for services rendered to the City. **(See Form A-14)**

Part IX – Local Preference

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any **two** of the following objective criteria (see Form A-3).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

5.2 CONTRACT FORMS

All of our forms can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the

Respondent to check the City's website for all applicable addenda issued at http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Completed responses shall include all the above information including all required forms included with this RFQ or RFQ submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION



**SECTION 6
PROPOSAL FORMS**



COVER PAGE & CONTACT PERSON INFORMATION
CITYWIDE HEALTHY VENDING MACHINE SERVICES
IFB 04-18-19

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



PROPOSAL SUBMITTAL CHECKLIST

**CITYWIDE HEALTHY VENDING MACHINE SERVICES
RFP 04-18-19**

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Proposal Submittal Checklist	
Tab/Page No.	Section Two Narrative Description	OFFICE USE ONLY
	Table of Contents	
	Business Structure	
	Qualifications of the Vendor	
	Experience of the Vendor	
	Proposed Methodology and Approach	
	References	
	Additional Information	
Tab/Page No.	Section Three (3) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3 (a) Statement of Intent <i>(if applicable)</i>	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 General Insurance Requirements	
	A-14 References	



APPENDIX "A"
PRICE PROPOSAL



PRICE PROPOSAL FORM

**CITYWIDE HEALTHY VENDING MACHINE SERVICES
RFP 04-18-19**

Vendor is to provide a percentage against gross sales, payable to the City on a monthly basis for the following items. You must bid on all items to be considered for an award. **List must include brand names.**

Monthly single fixed percentage of Sale per Location	_____ %
--	---------

Sales Prices for the following products:	Price <u>With</u> Commission	Price <u>Without</u> Commission
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Beverage:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Type of Snack:	\$	\$
Other:	\$	\$
Other:	\$	\$

*Please attach supplement pages as necessary. *Prices must be typed.

- Respondent(s), individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
- Respondent(s) understand and agree to be bound by the conditions contained in this Solicitation and shall comply with all the requirements.

Company Name

Offeror Signature

Date:

Name: (Please Print)

Date:



APPENDIX "B"
CONE OF SILENCE

CONE OF SILENCE NOTIFICATION

CITYWIDE HEALTHY VENDING MACHINE SERVICES **RFP No. 04-18-19**

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the City. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with City department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to, the City manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the City's professional staff including, but not limited to, the City manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The City manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the City manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the City manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the City;

(2) Communications with the City attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ, and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the City manager makes his or her written recommendation of award; provided, however, that if the City manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the City manager makes a subsequent written recommendation of award. If the City manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the City manager issues a written recommendation of award or until the City manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the City council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the City Clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.