

**MARTIN COUNTY SCHOOL BOARD RFP #5005-0-2001-JK**  
**ADDENDUM I**

TO: All Bidders  
FROM: John Klatt, Director of Purchasing and Warehousing  
DATE: June 20, 2001  
RE: **ADDENDUM #1 FOR RFP #5005-0-2001-JK EXCLUSIVE  
BEVERAGE POURING AND VENDING RIGHTS AND  
SERVICES**

Addendum #1 is issued in response to a corrections noted and questions raised at the Pre-proposal conference held on 6/19/01. General questions answered included:

1. A question was asked concerning the date that we expect to make an award. We have not identified a target award date but anticipate making an award recommendation to the Board at the second regular meeting in July.
2. A question was asked concerning the availability of sales volume statistics. We have confirmed that these statistics are not presently maintained at the district level.
3. A question was asked regarding the ability to delay the proposal opening date. Upon review the District has decided to change the opening date to Monday, July 9, 2001.

Addendum #1 consists of seven pages. Page A summarizes the changes to be made to the RFP document. Pages A1, A2, A3, A7, A8, and A9 are replacements for original RFP pages 1, 2, 3, 7, 8, and 9 of 14 respectively. The added text is highlighted for your convenience. Please include the amended pages in your response.

Revision Summary:

1. Pages 1, 2, & 3 of 14, delete the RFP due date "Wednesday, June 27", Add, "Monday, July 9" in its place.
2. Page 7 of 14, Article 4.0, second paragraph, Add, "with the exception of facilities maintenance and transportation" after "facilities".
3. Page 8 of 14, Article 8.0, first paragraph, second sentence, Delete, "alter and/or" after "not".
4. Page 9 of 14, Article 13.0, first sentence, Add, "suggested" after "and".

***EXCLUSIVE BEVERAGE POURING AND  
VENDING RIGHTS AND SERVICES***

***MARTIN COUNTY SCHOOL DISTRICT***

***RFP-5005-0-2001/JK***

The District must receive all proposals by **10:00 A.M.**, local time on **Monday, July 9, 2001.**  
at:

The School Board of Martin County, FL  
Service Center/Warehouse  
2845 SE Dixie Highway  
Stuart, FL 34997-5037  
**Attn: Purchasing Department**

The outside of the envelope must be identified as follows: RFP-5005-0-2001/JK

# ***REQUEST FOR PROPOSALS***

## ***Exclusive Beverage Pouring and Vending Rights and Services***

### Article 1.0 ***INSTRUCTIONS TO PROPOSERS***

The School Board of Martin County, Florida (“Board”) is requesting proposals for exclusive beverage pouring and vending rights and services herein described. The enclosed specifications outline the requirements and conditions for furnishing this service. It is important for the Proposers to state any exceptions or modifications to the Board’s current system and any other assumptions on which its proposal rests. The Contract will be awarded to the best Proposer as determined by the Board.

The Board reserves the right to consider all relevant and reasonable criteria in selecting the successful Proposer, which may or may not be expressed in this RFP.

The Board reserves the right to reject any and all proposals based upon its sole discretion. Responsible contractors who meet the Board’s criteria are requested to submit a sealed proposal for this work.

#### 1.1 ***Timetable***

1.1.1 The District must receive proposals by **10:00 A.M.**, local time on **Monday, July 9, 2001**.

1.1.2 After receiving proposals, the District will review and evaluate in a timely manner.

1.1.3 The District may enter into a Contract after conducting negotiations and obtaining appropriate approvals. The District will notify unsuccessful Proposers.

1.2 ***Delays***. The District, in its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the District to do so. The District will notify Proposers of all changes in scheduled due dates by written addendum.

1.3 ***Pre-Proposal Conference***. A Pre-Proposal Conference will be held at the Service Center/Warehouse located at 2845 SE Dixie Highway, Stuart, Florida. The conference will be open to all interested parties, and will be held on Tuesday, June 19, 2001, 10:00 A.M. at which time District staff will be present to answer questions and explain the intent of the RFP Documents. Attendance is not mandatory.

Any conclusions reached at this conference, which amend the RFP Documents, will be issued in the form of an Addendum.

- 1.4 ***Proposal Submission and Withdrawal.*** The District must receive all proposals by **10:00 A.M.**, local time, **Monday, July 9, 2001**. The District will receive proposals at the following address:

The School Board of Martin County, FL  
Service Center/Warehouse  
2845 SE Dixie Highway  
Stuart, FL 34997-5037  
**Attn: Purchasing Department**

**The outside of the envelope must be identified as follows: RFP-5005-0-2001/JK**

Receipt of the proposal in the Purchasing Office after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope shall result in the rejection of the Proposer's proposal. **The envelope must also include the Proposer's name and return address.**

The District cautions Proposers to assure actual delivery of proposals **directly to the District's Purchasing Department, Service Center/Warehouse, 2845 SE Dixie Highway, Stuart, FL.**, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 219-1255, Ext. #17, before the 10:00 A.M. deadline. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers shall submit **twelve (12) complete sets** of the proposal in a sealed, opaque envelope marked as noted above. The Proposer may submit the proposal in person or by mail.

Proposers may withdraw their proposals by notifying the District in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the District and will not be returned to the Proposers.

- 1.5 ***Letter of Transmittal.*** This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. The letter must name all of the person authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

- 3.4 No charge will be allowed for federal, state or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 3.5 In all specifications, the words “or equal” are understood to follow each item description. The decision of the District as to whether an alternate or substitution is in fact “equal” shall be final.
- 3.6 Prices shall be net, including transportation and delivery charges, to the destinations indicated in the proposal. Title shall not pass until items have been delivered to an accepted by the District.
- 3.7 Under penalty of perjury, the Proposer certifies that:
  - a. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for proposals and,
  - b. The contents of the proposal have not been communicated by the Proposer, nor, to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith prior to the official opening of the proposal.

Article 4.0 ***SCOPE***

It is the intent of the District to contract with a Proposer for the purchase of the District’s requirements for beverage items including: carbonated and non-carbonated artificially flavored drinks, packaged waters, sports drinks, fruit and/or vegetable juices, fruit and/or juice containing drink, and ready-to-drink tea products (“beverage items”). Note: the District reserves the right to except milk, juices and drinks served as part of the District’s breakfast and food service programs from the Contract.

As part of this Contract, the District will grant to the Successful Proposer a license to “vend” and “pour” beverage items in all of its facilities **with the exception of facilities maintenance and transportation** at compensation to be quoted by the Proposer as part of its proposal.

Except as otherwise noted, the pouring rights and vending license granted by this Contract are to be exclusive. The Proposer shall quote, as part of its proposal, any and all forms of compensation it will provide to the District in return for this exclusivity. The Proposer shall indicate as part of the proposal its willingness to reimburse the District for any penalties associated with the termination of existing beverage pouring and vending contracts which may be terminated in order to enter into the agreement contemplated by this RFP. Copies of these contracts are available upon request form the office of General Council, 561-219-1200 #30209.

Article 5.0 ***EXCLUSIVE POURING AND VENDING RIGHTS***

The exclusive pouring/vending rights shall apply to all District facilities where the beverage items, as listed above, are sold.

The District shall require all concessionaires, food service vendors to concessionaires and booster clubs selling beverages at the District's facilities to purchase all products, cups and carbon dioxide directly from the Vendor.

Article 6.0 ***DURATION OF CONTRACT***

The duration of the Contract, subject to earlier termination as set forth herein, shall be a period of three (3) years from the date of execution. Any proposal for a shorter or longer period must be submitted as an alternate in addition to the proposal for a three year term. The District will entertain proposal for an additional three (3) year renewal term during the last year of the original contract period. Such proposals must set forth all terms, conditions and other relevant factors upon which the proposed renewal is offered.

Article 7.0 ***WORK INCLUDED***

The Vendor shall furnish all labor, materials and equipment necessary to perform any services required by the Contract with direction from the District.

Article 8.0 ***VENDING AND FOUNTAIN EQUIPMENT***

The exact locations, quantities and types of vending/fountain equipment to be placed throughout the District's facilities, including the type of product to be sold, will be determined by mutual agreement of both parties (or, if applicable, "by the District upon consultation with the successful vendor"). However, the Vendor may not decrease in number the present location and quantity of vending machines at the District's various buildings and facilities at the time of execution of the Contract.

All costs to furnish, deliver, install, inventory, stock and repair all vending/fountain equipment placed in the District's facilities shall be borne solely and exclusively by the Vendor.

The Vendor shall establish a system for the reimbursement of monies lost in the vending equipment. The system shall include a scheduled date of reimbursement to occur at a minimum of once a week at the District's various buildings.

Article 9.0 ***RECYCLING PROGRAM***

The proposal shall include all costs to furnish recycling containers to accommodate the anticipated number of empty beverage containers generated from the sale of beverage products at the District's facilities. The District shall have the right to redeem the beverage containers returned for recycling or, at its election, to have the Vendor do so.

Article 10.0 ***DOCUMENTS***

All Proposers are required to include all documentation requested by the District when submitting their proposals. Envelopes should be sealed when submitted, with the information requested on the face of the envelope, as set forth in the “Instructions to Proposers”.

Article 11.0 ***PERSONAL EXAMINATION***

Proposers are required to satisfy themselves, by personal examination and inspection of the sites upon prearranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the Contract.

No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor’s failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications, etc; nor will same be accepted as a basis for any claim for extra compensation.

Article 12.0 ***ESTIMATED QUANTITY***

As this is the first time that the District is soliciting proposals for this commodity, the exact quantity required is to be estimated by the Proposer utilizing its expertise. Information is provided with these specifications regarding the District’s facilities and number of students/staff to enable the Proposer to make such an estimate. The District does not guarantee any specific amount and shall not be held responsible for any particular volume of purchase/sale. In any event, the Contract shall cover the District’s requirements where more or less than the Vendor’s estimated amount.

Article 13.0 ***VEND AND POUR PRICES***

Each proposal shall clearly set forth the proposed “vend” and “suggested pour” prices for all beverages included in the Contract. Each Proposer shall indicate the proposed prices on their “Proposal Form” and state whether the prices include the beverage container deposit cost, where applicable

Article 14.0 ***ACCOUNTING***

A separate accounting record will be kept for each location and shall separately designate the revenue, sales and associated expenses for each unit and/or point of sale.