Submit Proposals to: FLORIDA A&M UNIVERSITY
Purchasing Department
Foote-Hilyer Administrative Center
1700 Lee Hall Drive, Room 208
Tallahassee, Florida 32307-3200
Telephone Number: (850)599-3203

REQUEST FOR PROPOSAL
Contractual Services
Bidder Acknowledgement

PROPOSALS WILL BE OPENED
JUNE 4, 2009 @ 2:30 PM
PROPOSAL NO.
RFP 7386

MAILING DATE:
06/14/2009

PROPOSAL TITLE:
Vending Machine Services

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

REASON FOR NO PROPOSAL:

POSTING OF PROPOSAL TABULATIONS
Proposal tabulations with recommended awards will be posted for review by interested parties at the location
where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays).
Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation
6.005 (9)(k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. EXECUTION OF PROPOSAL: Proposal must contain an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each

2. NO PROPOSAL SUBMITTED: If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it “NO PROPOSAL” and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour.

3. PROPOSAL OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the proposer's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 10 calendar days, or date of award, whichever is sooner. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all

5. TAXES: Florida A&M University, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

7. MISSTAKES: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.

8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

9. PAYMENTS: In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a “Vendor Ombudsman”. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University’s ombudsman may be contacted at (850) 599-2978.

b) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

c) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

d) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

e) If this agreement includes reimbursement travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes and will be processed in accordance with the University’s travel policies as stated in the Controller’s Manual and utilizing the Travel Authorization Request (TAR) process.

f) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.
10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of FLORIDA A&M UNIVERSITY or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University’s decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:
   a) Contractor’s name being removed from the Purchasing vendor mailing list.
   b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all reprocurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this proposal the proposer shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor’s breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the proposer's facilities at any time with prior notice.

20. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

21. PUBLIC RECORDS: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. NEGOTIATIONS: To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. All such revisions shall be in the form of a written addendum.

After the submittal date, the University reserves the right to select the top ranked proposals and conduct discussions with those proposers. Such discussions may result in changes to the RFP and the proposers’ proposal as deemed necessary and in the best interests of the University.

23. AS SPECIFIED: A purchase order may be issued to the successful offeror with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. PROPOSAL PREPARATION: All costs associated with responding to this RFP are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and well being of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY'S Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University’s estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Contractor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University’s estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.
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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Request for Proposal (RFP) is to enable the Florida A&M University (FAMU) to enter into an agreement with a vendor to provide a management service for snack and vending services to the University. The Agreement will become effective on July 1, 2009. It is our intent to grant the successful company the exclusive rights to provide snack and vending services on the FAMU Main campus and FAMU/FSU College of Engineering.

The University desires to provide high quality products throughout the campus. Vending machines should contain packaged items and other food items for on-premise consumption and use. Items sold in the vending machines should be priced reasonably and competitively and, in no event, exceed limits set by the contract. All vend prices shall be firm for the duration of the contract including renewals unless a change is specifically requested by the University. Machines will be installed at locations listed herein; however, title ownership of each machine should be retained by the Concessionaire. Concessionaire should maintain all vending machines in good working order when installed and thereafter to completion of the agreement. The Concessionaire shall maintain a separate record for each vending machine. Concessionaire should make and present gross receipts reports each month to the Office of Business and Auxiliary/Financial Services.

The University is seeking a company that agrees to enhance the vending operations by providing the University with complementary products to support University events. Such complimentary products will be provided to the University upon reasonable advance request. The company and the University will mutually develop a process to receive, prioritize and monitor requests for complimentary products. University shall designate one representative that will be authorized to request the complimentary product from the company.

The Successful Proposer, if any, will enter into a contract with FAMU that provides for the performance of all the mandatory conditions and requirements in this RFP and any proposed conditions and requirements that FAMU prefers in this RFP or that FAMU determines are in FAMU’s best interest.

1.2 Contract Award

A. FAMU intends to award a contract or contracts resulting from this solicitation to the responsible proposer(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
B. FAMU may reject any or all proposals if such action is in FAMU’s best interest.
C. FAMU may waive informalities and minor irregularities in proposals received.
D. FAMU reserves the right to evaluate proposals and award a contract without negotiations with proposers. Therefore, the proposer’s initial proposal should contain the proposer’s best terms from a cost or price and technical standpoint.

E. FAMU reserves the right to conduct negotiations with the highest ranked proposer(s).

F. FAMU reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the proposer specifies otherwise in the proposal.

G. FAMU reserves the right to make multiple awards if, after considering the additional administrative costs, it is in FAMU’s best interest to do so.

H. A written notice of award will be sent to the successful proposer(s).

1.3. FAMU Environment

UNIVERSITY DEMOGRAPHICS
As of Fall 2008, enrollment at FAMU is 11,880. That number includes 6,678 undergraduates, 1,966 graduates, and 3,236 unclassified students. Other demographic information about the University may be obtained by visiting the FAMU Office of Institutional Research or emailing their office directly at oir@famu.edu.

REVENUES AND SALES PATTERN
The table below shows revenues of the FAMU Snack and Vending services for the past two fiscal years. These sales figures are for informational purposes. University does not warrant or represent that these sales will be achieved in future years and the University hereby disclaims any such warranties or representations.

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<tr>
<th></th>
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<tbody>
<tr>
<td>Total Sales</td>
<td>$97,178</td>
<td>$98,384</td>
<td>$58,473.77</td>
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</table>

VENDING LOCATIONS AT FLORIDA A&M UNIVERSITY AS OF 5/6/09

1. Architectural Bldg
2. Banneker Bldg
3. Coleman Library
4. Cropper Hall
5. Environmental Science
6. Foote-Hilyer Admin
7. Foster Tanner 1st floor
8. Gibbs Hall
9. Jackson Davis 2nd floor
10. Journalism 3rd floor
11. Journalism Building 1st floor
12. McGuinn Hall
13. New Pharmacy Building
14. New Pharmacy Building
15. Paddyfoote Atrium
16. Palmetto Apt Phase 3
17. Palmetto South
18. Perry Paige
19. Plant Operations
20. Police Department
21. Post Office
22. SBI Building
23. Truth Hall
24. Ware Rhaney
25. Wheatley Hall
26. College of Engineering

1.4 FAMU Debit Card Technology

FAMU currently uses Omni card Technology provided in support of snack vending sales. FAMU will require the successful proposer to equip all vending machines with card readers compatible with the FAMU Card.

1.5 Non-Vending Competing Venues on Campus

There are a number of sales venues on campus where snack items are offered which compete with snack vending machines. The following are the primary competitors:

- Sodexho
  - Orange Room (Student Union Bldg.)
    Sub connection, Grill 155, Smart Market
  - Presidents Dining Room
  - Pizza Hut (Student Services Center)
  - KFC (Student Services Center)
  - Jazzman’s Café (Coleman Library)
  - Rattler’s Nest (Foote-Hilyer Admin. Bldg.)
- Arena at concession stands during events
- Bookstore convenience area

There may be other Food Court type venues opened in the future which may offer competing products.
2.0 GENERAL CONDITIONS

2.1 Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer’s response to this RFP and any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** FAMU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, “Calendar of Events.” To the extent FAMU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed and/or transmitted by facsimile to all Proposers. FAMU shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Marcus Hayes  
Purchasing Department  
1700 Lee Hall Drive  
208 Foote-Hilyer Administration Center  
Tallahassee, FL 32307  
Email address: Marcus.Hayes@famu.edu  
PH (850)599-3203  
Fax: (850) 412-2160

Advance notice of public meetings regarding this RFP, if FAMU determines in its sole discretion whether any such meetings will be held, will be in writing and posted in FAMU’s Purchasing Department, 208 Foote-Hilyer Administration Center. FAMU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. FAMU also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in FAMU’s best interest.

2.2 Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If FAMU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are local time in Orlando, Florida.
<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/14/2009</td>
<td>Request for Proposal advertised</td>
</tr>
<tr>
<td>05/14/2009</td>
<td>Request for Proposal released</td>
</tr>
<tr>
<td>05/19/2009</td>
<td>Last Day to submit communications and/or inquiries in writing only;</td>
</tr>
<tr>
<td></td>
<td>preferably by email to <a href="mailto:Marcus.Hayes@famu.edu">Marcus.Hayes@famu.edu</a> and <a href="mailto:Purchasing@famu.edu">Purchasing@famu.edu</a></td>
</tr>
<tr>
<td>05/22/2009</td>
<td>Responses to inquiries and Addenda, if any, mailed to Proposers</td>
</tr>
<tr>
<td>06/04/2009</td>
<td>Deadline for Proposal submission at 2:30 p.m. (RFP opening)</td>
</tr>
<tr>
<td>06/08/2009</td>
<td>Evaluation Begin</td>
</tr>
<tr>
<td>06/10/2009</td>
<td>Recommendation to VP</td>
</tr>
</tbody>
</table>

2.3. Proposer Communications and/or Inquiries

A. FAMU is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if FAMU’s conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that FAMU clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by FAMU not later than the date shown in Section 2.2., entitled “Calendar of Events,” for the submittal of written communications and/or inquiries. The Proposer’s failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer’s acceptance of all of FAMU’s conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer. FAMU shall in its sole discretion determine what requested changes to this RFP are acceptable. FAMU shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

B. Any communications and/or inquiries from the Proposer concerning this RFP in
any way must be submitted in writing to the individual identified in Section 2.1 not later than May 19, 2009 at 3:00 PM as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. Proposers’ Conference and Site Visit (RESERVED)

2.5. Written Addenda

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. Proposal Due Date

Proposer’s response to this RFP shall be prepared in accordance with Section 3.0., “Required Proposal Format”. Proposals are due at the time and date specified in Section 2.2., “Calendar of Events” and must be received by FAMU’s Authorized Representative in FAMU’s Purchasing Department, Room 208 Foote-Hilyer Administration Center, and 1700 Lee Hall Drive, Tallahassee, FL 32307 no later than 2:00 PM on June 4, 2009 according to the time clock in FAMU’s Purchasing Department. FAMU shall not extend or waive this time requirement for any reason whatsoever. Proposals or amendments to proposals that arrive after 2:00 PM on June 4, 2009 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At 2:00 PM on June 4, 2009, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure FAMU’s proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at FAMU’s Purchasing Department no later than 2:00 PM on June 4, 2009.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: RFP 7386 Vending Machine Services. The proposal must be submitted in one (1) original and six (6) copies. Only one copy needs to contain original signatures of the Proposer’s authorized representatives on the document titled “REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS).” The copy containing the original signature must be marked “ORIGINAL.”

2.7. Proposal Opening Date
Proposals will be opened in FAMU’s Purchasing Department on the date and at the time shown in Section 2.2., “Calendar of Events.”

2.8. Evaluation Criteria and Selection Process

The President or his designee shall establish an Evaluation Committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals (an evaluation committee is always created for an acquisition that uses the RFP method).

1. The Committee will review all responsive proposals and develop a ranked order of proposers based on the points given each evaluation criteria contained herein;
2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
3. Ensure consistency among the solicitation requirements, notices to proposers, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in APPENDIX I. Each evaluation committee member shall enter comments, if any; regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to Marcus Hayes, Purchasing Agent. At the time of such delivery to the Marcus Hayes, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise.

The Purchasing Agent shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members’ scoring forms. The Purchasing Agent will then compile the all evaluation committee members scoring sheet and provide a summary to the Director of Purchasing, who will then may a recommendation to the Vice President of Administrative and Financial Affairs. Based on what the Vice President of Administrative and Financial Affairs determines is in the best interest of FAMU, the Vice President will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP.

The Vice President of Administrative and Financial Affairs may, at any time during this RFP process, assign one (1) or more FAMU staff member(s) to assist the Vice President of Administrative and Financial Affairs review prior to his/her decision-making in this process. FAMU is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed.
FAMU reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that FAMU, in its sole discretion, determines is in FAMU’s best interest.

Evaluation Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>MAX POINTS</th>
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</thead>
<tbody>
<tr>
<td>1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER</td>
<td>20</td>
</tr>
<tr>
<td>2. RESPONSE TO GENERAL REQUIREMENTS</td>
<td>10</td>
</tr>
<tr>
<td>3. COST/VALUE OF OVERALL PRODUCTS/SERVICES</td>
<td>25</td>
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<tr>
<td>4. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE OF WORK AND GENERAL CONDITIONS</td>
<td>15</td>
</tr>
<tr>
<td>5. COMMISSION</td>
<td>25</td>
</tr>
<tr>
<td>Evaluation of Responses Point Total</td>
<td>100</td>
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</table>

2.8.1 Negotiation and Selection Process

A. To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. After the submittal date, the University reserves the right to select the top ranked proposals and conduct discussions with those proposers. Such discussions may result in changes to the RFP and of the proposers’ proposal as deemed to be in the best interests of the University.

B. FAMU reserves the right to conduct negotiations with the highest ranked proposer(s). In the event the decision maker determines it to be in FAMU’s best interest to enter into negotiations, after receiving the advice and consent of the Purchasing Director shall:

1. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked proposer(s) falling within the desired competitive range to enter into negotiations.
2. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and

2.9. Posting of Recommended Selection

The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with FAMU:

1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. FAMU shall not extend or waive this time requirement for any reason whatsoever.

2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. FAMU shall not extend or waive this time requirement for any reason whatsoever.

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.

C. A formal written protest by petition must be accompanied by a Protest Bond payable to FAMU in the amount of $10,000 or 10% of FAMU’s estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier’s check or money order made payable to FAMU.

D. In addition to all other conditions and requirements of this RFP, FAMU shall not be obligated to pay for information obtained from or through the Proposer.

2.10. Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for 90 days after the proposal submission date.

2.11. Disposition of Proposals

All proposals become the property of the University’s Board of Trustees, the University and the State of Florida; and the University shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to FAMU with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter
119, Florida Statutes, but only to the extent expressly authorized by Florida law. FAMU’s selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is mandatory that Proposers follow the format and instructions contained herein. FAMU is not liable for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for oral presentations requested by FAMU, if any.

2.13. Restricted Discussions/Submissions

From the date of issuance of the RFP until FAMU takes final agency action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of FAMU except as expressly requested by FAMU in writing. Violation of this restriction will result in REJECTION of the Proposer’s proposal.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any FAMU employee. Only those communications that are in writing from the authorized FAMU representative identified in Section 2.1. of this RFP that have been approved in writing by FAMU’s President or the President’s designee shall be considered as a duly authorized expression on behalf of FAMU. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than 4:30 PM on May 22, 2009, will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

2.15. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in
accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State’s Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

2.16. Parking

The successful Proposer, if any is selected by FAMU, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with FAMU’s Parking Services Department, and Proposer must purchase parking permits. Proposer’s vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all FAMU’s parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer’s employee. For additional parking information, contact FAMU’s Parking Services Department at (850) 561-2205.

2.17. Definitions

FAMU’S Contract Administrator - The University’ designated liaison with the Proposer. In this matter FAMU’s Contract Administrator will be Marcus Hayes.

Offeror/Proposer - Anyone who submits a timely proposal in response to this RFP.

Successful Proposer - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

Contract - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor’s proposal.

Project Manager - After contract award a liaison from the user department will oversee the contractor’s performance and report as needed to the contract administrator. The Project Manager is Michael Smith.

2.18. Procurement Rules

A. FAMU has established for purposes of this RFP that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by FAMU. A deviation is material if, in FAMU’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions requirements.
B. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of FAMU.

C. **The Proposer must agree to abide by each mandatory condition and requirement included in this RFP. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed upon.**

D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer’s errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for FAMU’s REJECTION of the proposal.

2.19. **Force Majeure**

No default, delay or failure to perform on the part of FAMU shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either FAMU’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond FAMU’s reasonable control, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of FAMU.

2.20. **Limitation of Remedies, Indemnification, and Insurance**

A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer’s liabilities to the State or to limit the State’s remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer’s proposal.

B. As an agency of the State of Florida, FAMU’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, FAMU’s liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring FAMU to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
Under this RFP and the resulting contract, if any, the Proposer must hold FAMU and those in privities with FAMU, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer’s supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer’s operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. FAMU, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insured on each of Proposer’s policies. The Proposer shall furnish FAMU proof of Proposer’s insurance coverage by original ACCORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule. See also Section 2.31. below entitled “Subcontracts.” FAMU shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer’s or Proposer’s subcontractors’ insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer’s subcontractor that obtained the insurance. The Proposer shall always promptly notify FAMU of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.31. entitled “Subcontracts.”

SCHEDULE:

Policy

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<tbody>
<tr>
<td>(a)</td>
<td>Worker's Compensation</td>
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<tr>
<td>(b)</td>
<td>*Comprehensive General Liability Insurance:</td>
</tr>
<tr>
<td>(1)</td>
<td>Bodily Injury Liability</td>
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</table>
(c) Comprehensive Automobile Liability Insurance:

(1) Bodily Injury Liability $500,000 each person
    $1,000,000 each occurrence
(2) Property Damage Liability $500,000 each occurrence

(d) Excess Umbrella Liability

Combined Single Limit Bodily Injury $1,000,000 each occurrence
Injury and/or Property Damage $3,000,000 aggregate

*Comprehensive Liability to include but not be limited to:

(1) Consumption or Use of Products
(2) Existence of Vehicles, Equipment or Machines on Location
(3) Contractual Obligations to Customers

D. WORKER’S COMPENSATION: During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statues, with minimum employers' liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21. Term of Contract
The contract resulting from this RFP, if any, will be for a five (5) year period beginning approximately July 1, 2009, with FAMU, and the selected service provider and the University having the option to renew for an additional two (2) one (1) year periods pending mutual consent.

2.22. Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by FAMU for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. FAMU also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing, either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days’ advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

2.23. Assignment and Amendment of Contract

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of FAMU. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and FAMU with the same degree of formality evidenced in the contract resulting from this RFP.

2.24. Independent Parties

Except as expressly provided otherwise in the contract resulting from this RFP, if any, FAMU and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venturer with, the other.

2.25. Performance Investigations

As part of its evaluation process, FAMU may make investigations to determine the ability of the Proposer to perform under this RFP. FAMU reserves the right to REJECT any proposal if the Proposer fails to satisfy FAMU that it is properly qualified to carry out the obligations under this RFP.

2.26. Severability
If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.27. Notices

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed below:

Mr. Avery McKnight, General Counsel  
Florida A&M University  
Office of General Counsel  
300 Lee Hall  
Tallahassee, FL 32307  
And  
Ms. Stephany Fall, Interim Director of Purchasing  
University Purchasing Office  
1700 Lee Hall Drive, 208 FHAC  
Tallahassee, FL 32307  
And  
Mr. Michael L. Smith  
Director of Business Services  
2400 Wahnish Way POM-A Suite 100  
Florida A&M University  
Tallahassee, Fl 32307

2.28. Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FAMU and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.29. Liaison

FAMU’s liaison with the successful Proposer, if any, shall be the Michael Smith, Director of Auxiliary Services.
2.30. **Subcontracts**

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of FAMU, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by FAMU. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

2.31. **Employment of FAMU Personnel**

The Proposer shall not, without FAMU’s prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been FAMU employees at any time during such period, except for FAMU’s regularly retired employees, or any adversely affected State employees.

2.32. **Equal Opportunity Statement**

The State of Florida and FAMU subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.

B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

C. If the Proposer anticipates receiving $10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX III**.
D. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

E. If the Proposer anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by FAMU.

F. Proposers shall identify their company’s government classification at time of proposal submittal. See FAMU Form RFP/CS (RFP acknowledgement cover page). Proposer’s identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

2.33. **Waiver of Rights and Breaches**

No right conferred on FAMU by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FAMU’s signatory. FAMU’s waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.34. **Headings Not Controlling**

Headings used in any contract resulting from this RFP are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.35. **Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of FAMU who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services hereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, FAMU
shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by FAMU under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to FAMU under such contract, at law or in equity.

2.36. Site Rules and Regulations

Proposer shall use its best efforts to assure that its employees and agents, while on FAMU’s premises, shall comply with the State's and FAMU’s site rules and regulations, if any.

2.37. Travel Expense

Proposer shall not under this RFP or any resulting contract charge FAMU for any travel expenses, meals, and lodging without FAMU's prior written approval. Upon obtaining FAMU's prior written approval, Proposer may be authorized to incur travel expenses payable by FAMU to the extent and means provided by Section 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.38. Annual Appropriations

FAMU’s performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). FAMU shall give notice to Proposer of the non-availability of such funds when FAMU has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

2.39. Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Proposer shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.
2.40. Contractual Precedence

The agreement that results from this RFP and any attachments and/or addenda that are executed by University’s duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to FAMU Request for Proposal (“RFP”) including all the University’s RFP specifications, and the Payee’s RFP response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

A. University’s RFP and RFP specifications;
B. The Agreement;
C. Proposer’s RFP response; and
D. Any other attached documents signed by the University’s official signatory at the time the Agreement is executed.

2.41 Use of Contract by Other Government Agencies:

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for good or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.0 REQUIRED VENDOR OPERATIONS AND PROPOSAL FORMAT

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The Contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference. FAMU requires that each Proposer comply with the specific requirements and conditions outlined in this RFP.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer’s proposal deviate from these instructions, such proposal may, in FAMU sole discretion, be REJECTED.

FAMU EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the Proposer wishes FAMU to take into consideration in reviewing the Proposal. Proposer’s response to this RFP must be sent to FAMU’s Authorized Representative at the address listed in Section 2.1.
3.1 Vending Operation

FAMU views the campus snack and food vending operation as a critical component in the economic success of this potential agreement. FAMU encourages all Proposers not to limit their creativity and innovation in developing this portion of their proposals. FAMU is interested in a snack and food vending supplier that can maximize the vending operation through such components as optimal student/vendor ratios, pricing, marketing and service. FAMU requires that all Proposers address, at a minimum, the following proposal requirements.

3.1.1 Pricing

FAMU requires Proposers provide a vending price structure, which maximizes revenue to FAMU. The supplier, if one is selected, should provide a pricing analysis, which demonstrates the optimal pricing structure within FAMU’s environment. FAMU reserves the right, in its sole discretion, to determine all selling prices throughout the term of the Contract.

3.1.2 Volume Growth Assumptions

FAMU requires each Proposer provide a projection of annual volume/sales growth assumptions based on its annual projected product mix.

3.1.3 Sales Commissions

FAMU requires each Proposer to identify a minimum annual revenue/income guarantee to be paid to FAMU. Additionally, the Proposer will state a commission rate to be paid monthly to the University. Adjustments between annual guarantee and actual monthly commissions, if any, will be remitted annually on contract anniversary date. Proposer must use Appendix VI to state their financial arrangement. The vendor shall pay the University’s tax on commissions at the appropriate state sales tax rate.

3.1.4 Product Identification and Product Costs

Proposers are required to identify and detail all product lines which are being proposed, by class:
- Snacks
  - Candy
  - Nuts
  - Chips
  - Crackers
  - Other
- Desserts
  - Ice cream products
Yogurt  
Puddings  
Canned fruit  
Other  

Milk  
Pre-made sandwiches  
Frozen dinners  
Other

FAMU requires that Proposer provide detailed selling prices by product type, size, and packaging configurations. Said prices will be included in the contract, if any, which results from the RFP. Price changes will be by mutual agreement between the contractor and the university.

Place your list as Appendix V

3.1.5 Experience and Business References

FAMU requires each Proposer identify and describe the management and staff who will be dedicated to the execution of this potential Contract. Please submit a managements/support personnel staffing that details positions, titles, phone numbers and provides a brief job profile and description. Additionally, please provide a description of the corporate structure and chain of ownership of company to the parent corporation and all subsidiaries.

FAMU requires all Proposers to submit a list of locations where Proposer has managed the snack and food vending operations and list of locations where Proposer has lost a contract, if any. Prosper would include all relevant information including, but not limited to, scope and duration of contract, relationship with client, financial arrangement and any other relevant information. By submission of a proposal, Proposers agree that FAMU may contact references to confirm Proposers’ experience and capability to perform satisfactorily.

3.1.6 Service Requirements

FAMU will require that successful Proposer assign a minimum of one route person on a full-time basis to the campus and equip the route person with a cell phone to facilitate response to equipment and product problems.

Additionally, FAMU will require the following:

- New and updated equipment at all locations
- Machines shall be equipped with Smart Card readers
- Machines shall be equipped with dollar bill validates
- Machines shall be operated during the entire year and kept adequately
supplied with merchandise

- Maintenance of out of order machines shall be responded to within three (3) hours of notification
- The successful Proposer, if any, shall furnish and install combination condiment and supply stands to complement the banks of vending equipment
- Vending locations shall be kept free of waste, cartons, crates and trash

3.1.7 Contract Management

FAMU requires each Proposer provide a proposed plan for communication, planning and performance review. Include procedures for daily operational issues such as service and equipment, as well as a recommended schedule for operational performance reviews.

Additionally, FAMU requires each Proposer provide proposed procedures and reports to be used in monitoring the performance of snack and food vending operation on an ongoing basis. These procedures and reports could include, but not be limited to:

- recording, verifying and reporting revenue
- sales activity
- marketing/promotion activity
- product storage and delivery systems

3.1.8 Proposer’s Sample Contract

FAMU requires each Proposer to submit a sample contract which FAMU may, but is not obligated to, utilize as the basis for establishing the Contract, if any, resulting from this RFP.

FAMU requires that each Proposer comply with the specific requirements and conditions outlined in this RFP.

- Tab 1: A one or two page executive summary of your proposal, including brief descriptions of your company’s expertise dealing with a contract the size and scope of the snack and vending at FAMU, and how you plan to address the university’s priorities.
- Tab 2: Completed and signed RFP acknowledgement form, signed and completed acknowledgement forms for any addenda issued.
- Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company’s proposal and negotiation during this RPF process.
- Tab 4: The financial statements of the company for the past three years. If the company is a division of a larger corporation, the statements should be submitted for the corporation as a whole AND for that division of the corporation.
- Tab 5: A listing of all the company’s current higher education sites that generate more than $100,000/year in sales revenues. This list should include the name, address, telephone and email of the client contract administrator.
- **Tab 6**: Based upon the information presented above, submit a detailed plan of the company’s “vision” for the Snack and Vending at FAMU for the next ten years and a timetable for attaining that vision.

- **Tab 7**: Submit a financial plan that clearly delineates company investments, commissions to the university based upon a percentage of sales revenues and/or commissions based upon a minimum annual guarantee. The company should take into account that the commissions to the university are subject to the State of Florida sales tax and the company will be expected to remit the appropriate tax along with the commissions.

- **Tab 8**: Submit the resumes of the management team the company is proposing for the FAMU account.
APPENDIX I
EVALUATION SCORING SHEET

NAME OF PROPOSING COMPANY_____________________________________________________

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:
1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a sealed envelope to the Marcus Hayes.

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Total points: 100

Comments, if any:

EVALUATOR’S NAME______________________________________________________________
EVALUATOR’S SIGNATURE________________________________________________________
DATE_______________________________________________________________________
The below items of this RFP must each be initialed, as YES for "understood and agreed upon" and NO for "not agreed to." **Failure to complete and return this document with your proposal could result in rejection of your proposal.** Proposers shall not check items as "understood and agreed upon" for submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. **Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.**

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PROPOSER COMPANY NAME______________________________________

AUTHORIZED SIGNATURE______________________________________

TITLE________________________________________________________

DATE________________________________________________________
APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, __________________________________________________________________________ certify to the Florida A&M University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.
APPENDIX III
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued
pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

PROPOSER COMPANY NAME____________________________________

AUTHORIZED SIGNATURE______________________________________

TITLE________________________________________________________

DATE__________________________________________________________
NOTICE OF CONFLICT OF INTEREST

Company or Entity Name

For the purpose of participating in the Request for Response process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

The above information is true and correct to the best of my knowledge. Signed on this ________, day of, _____________________________, 2009.

________________________________________
Signature

________________________________________
Print Name and Title
APPENDIX VI

MINIMUM ANNUAL REVENUE/INCOME GUARANTEE

SALES COMMISSIONS