

**REQUEST FOR PROPOSAL FOR  
CONTRACTED VENDING SERVICES  
RFP #: 2023/2024-249-01**

Lawson State Community College provides affordable and accessible quality educational opportunities, promotes economic growth, and enhances the quality of life for the diverse communities it serves. Through varied instructional modes and lifelong learning opportunities, the College prepares students for gainful employment, career advancement, college transfer, and workforce development. Lawson State is a State of Alabama educational institution under the authority of the Alabama Community College System Trustee Board. The College is comprised of two campuses located in Birmingham and Bessemer, Alabama. The campuses are approximately 10 miles apart in distance. The Birmingham campus contains 18 buildings, and the Bessemer campus contains 11 buildings. (Campus maps are available upon request). The College has approximately 350 full-time and part-time employees, approximately 2,800 credit students and 1,000 non-credit students.

The Vice President for Administrative & Fiscal Services will receive sealed bids for the services described and specified in this invitation to bid until November 7, 2023, at 2:00 p.m. when all bids will then be publicly opened and read aloud. Bids not received by the Vice President for Administrative Fiscal Services by the deadline, will not be opened.

This request for proposal shall be evaluated by a committee with a recommendation to the President.

This proposal is an attempt to update existing vending services while seeking acceptable commission revenue from vending services and providing service options to support the current and growing enrollment for all campuses. The College reserves the right to enter into an exclusive contract.

**INSTRUCTIONS TO VENDORS**

1. All pages of this proposal must be submitted in a sealed envelope to:

**Sharon S. Crews  
Vice President for Administrative & Fiscal Services  
Lawson State Community College  
3060 Wilson Road, S.W.  
Birmingham, AL 35221**

2. The outside of the sealed envelope must have the following information:

- a. **RFP#:** 2024-249-01
- b. **Bid#:** 02-2023/2024
- c. **Name:** Contracted Vending Services
- d. **Deadline:** Tuesday, November 7, 2023 @ 2:00 p.m.

## **GENERAL TERMS & CONDITIONS**

1. Bids must be received prior to bid opening date and time. Late bids will not be considered.
2. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
3. Prices submitted on the bid must remain effective for a period of sixty (60) days for complete bid evaluation.
4. College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in a manner which appears to be in the best interest of College. Awards may be issued to multiple bidders.
5. All entries on the proposal, except required signatures, must be typed. Signatures must be in ink.
6. This proposal is to be made without connection to any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)
8. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
9. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
10. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. "Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set-up as requested in the bid." (If applicable).
11. All bidders are required to complete a Disclosure Statement. Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

12. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents.

A Vendor Disclosure and Immigration Law Documents may be obtained on the website at: <https://www.lawsonstate.edu/sites/www/Uploads/Business%20Office%20Vendor%20Information/VRP/Vendor%20Registration%20Packet.pdf>

13. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. College and the vendor must agree in writing for the contract extension
14. All bids must be notarized.
15. Required signatures must be of an authorized official of your company.
16. Proposer must state when delivery of service can begin.
17. Response may be rejected if there are omissions, alterations, conditional statements or irregularities of any kind.
18. Completion and submittal of this RFP constitutes a contract with an agency of the State of Alabama and is fully binding unless rejected by the college. No changes or modifications to a response will be allowed after the opening.
19. LSCC is a state supported non-profit, public education organization and is tax exempt. Vendors will comply with ACT No. 2006-557 Subsection 41-4-116 which requires each vendor, contractor, or their affiliate to certify that it is registered to collect and remit Alabama State and local sales, use and/or lease taxes on all taxable sales and leases in Alabama. By submitting this, the bidder is hereby certifying that they are in full compliance with ACT No. 2006-557.

## **I. Request for Proposal**

It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal.

### **1.1 Submission Requirements**

Completion and submittal of this request constitutes a **contract** with an agency of the **State of Alabama** and is **fully binding** unless rejected by the college. **No changes or modifications** will be allowed after the bid opening. The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be clearly marked **CONTRACTED VENDING SERVICES**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

### **1.2 Proposal Format**

Proposals shall be submitted by tab numbers as instructed below and include responses to each paragraph, stating that the Proposer understands the requirements stated in that paragraph or indicates that the proposed solution complies with the specifications or functionality defined in that paragraph. Any additional cost or factors to meet a specification or requirement must be noted with the acknowledgement. Failure to respond to these requirements may result in the proposal being considered non-responsive.

#### **A. Tab 1 - Required Documents**

1. Cover letter – introduction and experience
2. Proof of Required Insurance.
3. W-9
4. State of Alabama Vendor Disclosure Form
5. E-Verify Certification documentation and/or E-Verify Registration Number on a contractor and all subcontractors.

#### **B. Tab 2 – Executive Summary**

Lawson State Community College desires to enter into a contractual relationship with a qualified vendor to operate and manage full-service vending services that will meet the needs of the campus community. Please provide a summary of capabilities and deliverables that will provide maximum revenue opportunities while partnering with the College Community.

#### **C. Tab 3 – Price Summary – Vending items**

Responses to the proposal should include a suggested retail price list on items to be vended.

#### **D. Tab 4 – Equipment**

**Provide vending equipment details and photos i.e. specifications, capacity and capabilities.**

#### **D. Tab 4 – Price Protection**

### **1.3 Proposer Contact/Questions about the RFP**

A. Proposer communications shall be limited to contacts defined herein. Failure to comply with this provision may result in disqualification or evaluation penalty.

B. It shall be the Proposer's responsibility to learn all aspects of the RFP requirements. Should any details necessary for a clear and comprehensive understanding be omitted or any error appear in the RFP documents, or should the Proposer note facts or conditions that in any way conflict with the letter or spirit of the RFP documents, it shall be the responsibility of the Proposer to obtain clarifications before submitting a proposal.

C. Questions may be submitted up to five (5) business days before the due date. After that time, no further questions will be accepted.

### **1.4 Information**

No verbal or written information, which is obtained other than through, this RFP or its addenda shall be binding on the College. No employee of the College is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

### **1.5 Descriptive Material**

The College is not responsible for locating or securing any information that is not identified in the proposal and reasonably available to the College. To insure sufficient information is available, Proposer must furnish as a part of his proposal all descriptive material necessary for the College to (1) determine whether the product offered meets the requirements of the Contract Documents and (2) establish exactly what the Proposer proposes to furnish as to supplies, materials and services.

### **1.6 Confidentiality of Information**

A. Any submitted information considered trade secret or confidential to the Proposer must be so labeled and enclosed separately.

B. Any information therein will not be made available to any other party unless otherwise required by law. No debriefings or scoring sheets will be released before final recommendation.

C. After the award, all contents of the selected proposal will be considered public information.

### **1.7 Proposal Award**

The College reserves the right to award in whole or in part, whatever is deemed to be in the College's best interest.

## **1.8 Subcontractors**

Will your organization use subcontractors? If yes, the subcontractor must be identified. Each subcontractor must comply with the Immigration Act. 4

## **1.9 Right of Rejection and Clarification**

The College reserves the right to reject any and all proposals and to request clarification of information from any Proposer. The College is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

## **1.10 Request for Additional Information**

Prior to the final selection, Proposers may be required to submit additional information or on-site demonstration of equipment, which the College may deem necessary to further evaluate the proposal's qualifications.

## **1.11 Denial of Reimbursement**

The College will not reimburse Proposers for any costs associated with the preparation and submittal of the RFP, or for any travel and/or per diem costs that are incurred.

## **1.12 Right of Withdrawal**

A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

## **1.13 Right of Negotiation**

The College reserves the right to negotiate with the selected Proposer the exact terms and conditions of the contract.

## **1.14 Right of Rejection of Lowest Fee Proposal**

The College is under no obligation to award this project to the Proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

## **1.15 Exceptions to the RFP**

Proposers may not vary from the specifications defined in this document. Any variance will mandate automatic disqualification and response will be rejected.

## **1.16 Indemnification**

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the College, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

## **1.17 Rights to Submitted Material**

A. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the College when received.

B. The College reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

C. The contract between the College and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

## **1.18 Insurance Requirements**

A. Contractor shall maintain with insurance underwriters satisfactory to the College, a standard form policy or policies of insurance. The limits of insurance are as follows:

1. Comprehensive General Liability – Policy covering bodily injury and property damage including premises, operations, products, and completed operations. \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. The contractor shall secure and maintain during the term of this contract, Workmen's Compensation for all of their employees connected with the work on this bid.

D. Proof of coverage must be provided within ten (10) days of the College's request.

E. A minimum of thirty (30) days prior to cancellation notice shall be given to the College, in writing, prior to cancellation by insurance carrier.

## **1.19 Contacts**

Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Technical questions and questions regarding this request for proposal should be submitted in writing to:

Sharon Crews  
Vice President for Administrative & Fiscal Services  
(205) 929-6307  
Email: [screws@lawsonstate.edu](mailto:screws@lawsonstate.edu)

The bidder should examine the site of the project and inform him/herself fully in regard to all conditions pertaining to the place where the work is to be done. Appointments may be scheduled to examine the site Monday – Friday, 8:30 AM – 4:00 PM by contacting:

Mr. Leon Dowe  
Executive Director of Fiscal Services  
(205) 929-6350  
Email: [ldowe@@lawsonstate.edu](mailto:ldowe@@lawsonstate.edu)

## Evaluation Guide

<p style="text-align: center;"><b>The Proposals will be evaluated and a contract awarded based on the following criteria:</b></p>	<p style="text-align: center;"><b>Comments/Response</b></p>
<p>The amount of commissions on sales to the college based on percentage of monthly sales. (Please quote percentage).</p>	
<p>The amount of the annual pledged contributions to the college's scholarship fund.</p>	
<p>The value of advertising dollars set aside for Lawson State College functions.</p>	
<p>Value of new scoreboards for the baseball field and the value to replace the basketball scoreboard in the gym/fine arts complex.</p>	
<p>Value of banners, towels, drinks and distribution equipment for all school activities and programs. This should include sponsorship for recruiting events and any community outreach efforts by the College.</p>	
<p>Value of the support for a LSCC Annual Fundraisers by the College or its Foundation with sponsorship, banners, prizes, drinks and snacks.</p>	
<p>Support for all athletic teams – Men &amp; Women Basketball, Women Volleyball, and Men Baseball-with sport drinks, beverages, towels, squeeze bottles and distribution equipment.</p>	
<p>Specify limits in the level of support, specifically, limits on the number of events per year as well as limits on the number of items available at each request before the college incurs cost.</p>	
<p>Specify price for items requested not covered under this agreement.</p>	

All pages (1-10) must be submitted by the bid opening date and time stated below to:

**Sharon S. Crews  
Vice President of Administrative & Fiscal Services  
Lawson State Community College  
3060 Wilson Rd S.W.  
Birmingham, AL 35221**

The outside of your sealed envelope must be marked as follows:

**RFP #: 2023/2024-249-01  
Name: CONTRACTED VENDING SERVICES  
Opening Date: Tuesday, November 7, 2023 @ 2:00 p.m.**

It is the Proposer’s responsibility to ensure that the response is in the possession of the Vice President of Administrative & Fiscal Services by the published opening time. Bids will be received by the Vice President of Administrative & Fiscal Services until 2:00 p.m. on Tuesday, November 7, 2023 and then publicly opened and read aloud.

**THE OPENING WILL BE HELD IN THE CONFERENCE ROOM OF THE VICE PRESIDENT OF ADMINISTRATIVE & FISCAL SERVICES ON THE WEST CAMPUS OF THE BIRMINGHAM CAMPUS.**

Proposers Statement:

In compliance with your request for proposal for professional services, I certify compliance with all conditions stated herein and propose to perform all of the requirements of this proposal. I also certify that I have not been in collusion with any individual to restrain or otherwise avoid the competitive bid process.

Signature \_\_\_\_\_

Typed Name and Title of Proposer \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Notary: Sworn and subscribed before me this day of \_\_\_\_\_, 2023

Notary Public