

May 19, 2015

City of Lewisburg Tennessee
Mr. Randall D. Dunn
City Manager
131 East Church Street
Lewisburg, Tennessee 37091

VIA ELECTRONIC MAIL

Dear Mr. Dunn:

Responsive to your request, please find enclosed the following sample RFP's for vending services:

- Request for Proposals for Vending Machine Concessions – Durham, North Carolina
- Vending Machine Services Request for Proposals – Contra County, California
- Request for Proposals for Vending Machine Services – Cowley County, Kansas
- Request for Proposals for Beverage & Snack Vending Machine Service - University of Arkansas

As you are aware, Tennessee Code Annotated §§ 71-4-501 *et al.* grants to blind individuals a priority in the establishment and operation of vending facilities on public property in the state, including municipal facilities. T.C.A. §71-4-503(a) provides as follows:

(a) Whenever any new buildings or other facilities are to be constructed by the state or on any other public property or when any existing contracts expire or are changed in any way, the department shall be notified and it shall promptly make an investigation and survey of the public property to determine if, in its judgment, the location is suitable for one (1) or more vending facilities. If, in the department's judgment, the location is suitable for a vending facility, the department may exercise its priority to establish such a vending facility.

Accordingly, the Tennessee Department of Human Services, which has first right of refusal to provide vending services, should be consulted before proceeding with any change in city vending services. The state's program is managed by the Tennessee Business Enterprises (615-741-7681). The following link will take you to the TBE website: <https://www.tn.gov/humanservices/ds/bvis-tn-business-enterprises.html>

A copy of T.C.A. Title 71-4, Part 5 is enclosed for ease of reference.

Please let me know if you have further questions regarding this matter.

Very truly yours,



Jeffrey J. Broughton
Municipal Management Consultant



REQUEST FOR PROPOSALS

Vending Machine Concessions Durham Parks and Recreation Facilities

Date of Issue: December 19, 2011

Purpose of Request for Proposals (RFP):

The City of Durham Department of Parks and Recreation is soliciting proposals for qualified vendors to provide mechanical food and beverage vending machines in City of Durham Parks and Recreation Department Facilities and Parks and Recreation Offices.

Project Manager	Rich Hahn, Sr. Business Services Manager
Department	Parks and Recreation
Mailing Address	101 City Hall Plaza, Durham NC 27701
Physical Address	400 Cleveland St., Durham NC 27701
Project Manager Phone	919-560-4355
Project Manager Email	Rich.Hahn@durhamnc.gov
Project Manager Fax	919-560-4021

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1. INTRODUCTION AND INSTRUCTIONS

1.1 Definitions

“RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated

“City” means the City of Durham

“DPR” means the Department of Parks and Recreation of the City of Durham

“Proposal” means the response of the person, firm, or corporation proposing to provide services sought by this RFP

“Proposer” means the person, firm, or corporation that submits a response to this RFP.

“Contractor” / “Vendor” means the Proposer with which the City enters into a contract with to fulfill the terms of this RFP

1.2 Submittal timeline

RFP issued	12-19-11
Pre-submittal conference	01-04-12
Proposal submittal deadline	01-20-12
Contractor selection	02-01-12
Contract execution	02-15-12
Estimated Implementation	03-15-12

1.3 Pre-submittal conference

There will be a pre-submittal conference on January 4, 2012, at 1:00 p.m. at the Department of Parks and Recreation Administrative Offices, located at 400 Cleveland St., Durham NC. Attendees should be familiar with this RFP. Attendance is not mandatory for proposal submittal.

1.4 Questions regarding the RFP

All questions should be in writing and directed to the Project Manager. Questions are due no later than the date of the pre-submittal conference. A compilation of responses will be posted on the City web site as an amendment to the RFP, if necessary, no later than seven days prior to the date of the proposal submittal deadline.

1.5 Proposal submittal and deadline

Proposers must submit 5 copies of their proposal in writing in a sealed envelope. Proposals should be double-sided and unbound. Proposals are due in the Parks and Recreation Administrative Office located at 400 Cleveland St, Durham, NC 27701 no later than **1:00 PM on January 20, 2012**. Delays caused by any delivery service, including the U S Postal Service, will not be grounds for an extension of the due date. Faxed and emailed proposals are not acceptable.

1.6 Format

The Proposals should be double-sided pages and must be submitted in full with all sections of section 3 completed in full and all required additional forms and information submitted, including resumes, examples of work experiences, references, and the required SDBE forms included in this RFP in Appendix A (these items should be included as an attachment to the main document). Extensive colored displays and promotional materials are not necessary or desired. Emphasis should be placed on completeness and responses to the information requested in Section 3.

1.7 Solicitation

This solicitation for proposals has been placed on the City's internet site at

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

Any responses to requests for information or clarification to the RFP will be posted to this site no later than January 19, 2012.

1.8 Assignment

The Contractor may not transfer or assign any portion of the contract.

2.0 BACKGROUND AND PURPOSE

2.1 Background information

The City of Durham Parks and Recreation Department operates two (2) staff only facilities and various program facilities that contain gymnasiums, dance studios, indoor pools, outdoor pools, fitness centers, indoor walking tracks, lakes and various athletics and afterschool programming reaching over 20,000 individuals (both adults and youth).

2.2 Purpose

The purpose of this Request For Proposal (RFP) is to solicit interested parties, who would assume the responsibility of providing, operating and maintaining the mechanical food and beverage vending machines at each of the specified City of Durham Parks and Recreation Department locations listed in the scope section 3.2 below. The City of Durham Parks and Recreation Department shall retain the right to establish all policies, procedures, menus and prices regarding these concessions.

The City of Durham Parks and Recreation Department expects the successful proposer to provide, operate and maintain the mechanical food and beverage vending machines for a period of three (3) years.

2.3 Budget

The successful proposer will be required to pay the City of Durham Parks and Recreation Department a percentage of gross dollar volume from all sales made at the City of Durham Parks and Recreation Department facilities excluding facilities listed as staff only.

3. SUBMITTAL REQUIREMENTS

Notice under the Americans with Disabilities Act: The City does not discriminate against qualified individuals with disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable provisions to policies and programs to ensure that persons with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires aid or service for effective communications, or a modification of policies or procedures, should contact the office of Stacey Poston, ADA Coordinator, Voice: 919-560-4197 x 22254, TTY 919-560-1200; Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before a scheduled event.

3.1 Cover letter

The proposal must contain a cover letter, signed by the principal in the firm or agency, indicating his or her title and that he or she has the authority to submit the proposal on behalf of the firm or agency. The letter should contain the following statement: "The undersigned has the authority to submit this proposal on behalf of (*name of company or agency*) in response to the City of Durham RFP for providing Vending Machine Concessions at Durham Parks and Recreation Facilities.

3.2 Scope

The City is soliciting a person or firm to install, operate and maintain mechanical food and beverage vending machines with a percentage of healthy food and beverage options as outlined in the following:

- 1) Proposer shall install, without cost to the City of Durham Parks and Recreation Department, mechanical vending machines as herein enumerated for the City of Durham Parks and Recreation Department.
- 2) The proposer agrees to stock and maintain, no less than every seven days, machines with food and beverages, prepared and dispensed in accordance with all sanitation and health standards. Food and beverages dispensed shall be available at prices and in portions as submitted as per the requirement listed under item 5 a) viii under contractor's responsibilities.
- 3) If power requirements for any equipment exceeds the available power at any location this should be noted in the proposal cover letter and should list what upgrades are needed before installation can begin.

4) Vending equipment supplied will be the type approved or recognized by the National Sanitation Foundation, the National Automatic Merchandising Association or a recognized State or local health department or testing laboratory. Such equipment shall be inspected and approved by the city of Durham Parks and Recreation Department Sr. Business Services Manager or authorized representative at time of its' installation. All machines should be identified with a serial number. Machines should be installed so as not to be obtrusive, cause any seepage or debris build-up underneath, nor to be able to shake or move said machines, individually or collectively.

5) Proposer must propose to install the required number and type of machines at the following sites:

a) Staff Only Sites

i) Administrative Office Building - 400 Cleveland Street, Durham, NC 27701.

(1) Second Floor Hallway

(a) one (1) cold canned beverage machine

(Must have a water, juice and sports drink option)

(b) one (1)full view window snack machine

(50% of items must be of a healthy, low sugar or low fat alternative)

ii) Duke Park Maintenance Shop – 1612 Acadia Street, Durham, NC

(1) Break Room

(a) one (1) cold canned beverage machine

(Must have a water, juice and sports drink option)

(b) one (1)full view window snack machine

(50% of items must be of a healthy, low sugar or low fat alternative)

b) Year round sites

i) Durham Armory – 212 Foster Street, Durham, NC

(1) Hallway outside Ballroom

(a) one (1) cold canned beverage machine

(Must have a water, juice and sports drink option)

(b) one (1)full view window snack machine

(50% of items must be of a healthy, low sugar or low fat alternative)

ii) East Durham Neighborhood Center – 2615 Harvard Avenue, Durham, NC

(1) Main Entry Lobby

(a) one (1) cold canned beverage machine

(Must have a water, juice and sports drink option)

(b) one (1)full view window snack machine

(50% of items must be of a healthy, low sugar or low fat alternative)

- iii) Weaver Street Recreation Center – 3000 E Weaver Street, Durham, NC
- (1) **Main Entry Lobby**
 - (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
 - (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)
- iv) Edison Johnson Recreation and Aquatic Center – 500 W Murray Street, Durham, NC
- (1) **Main Entry Lobby of Recreation Center**
 - (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
 - (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)
 - (2) **Main Entry Lobby of Aquatic Center**
 - (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
 - (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)
- v) I.R. Holmes Senior Recreation Center at Campus Hills – 2000 S. Alston Ave, Durham, NC
- (1) **Main Entry Lobby of Recreation Center**
 - (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
 - (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)
- vi) Walltown Park Recreation Center – 1308 W. Club Blvd, Durham, NC
- (1) **Main Entry Lobby of Recreation Center**
 - (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
 - (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)
- vii) WD Hill Recreation Center – 1308 Fayetteville Street, Durham, NC
- (1) **Main Entry Lobby of Recreation Center**
 - (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)

- (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)

c) Seasonal Sites

Operated March 19 to October 31

i) Lake Michie Boat House – 2802 Bahama Road, Durham, NC

(1) **Main Entry Lobby**

- (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
- (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)

ii) Little River Boat House – 2802 Bahama Road, Durham, NC

(1) **Main Entry Lobby**

- (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
- (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)

Operated June 1 to August 31

iii) Forest Hills Park Pool 1639 University Drive, Durham, NC

- (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
- (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)

iv) Hillside Park Pool 1221 Sawyer Street, Durham, NC

- (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)
- (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)

v) LongMeadow Park Pool 917 Liberty Street, Durham, NC

- (a) one (1) cold canned beverage machine
(Must have a water, juice and sports drink option)

- (b) one (1) full view window snack machine
(50% of items must be of a healthy, low sugar or low fat alternative)

3.3 Population and Hours of Operation of Facilities

- d) **Administrative Office Building** - Approximately 35 employees as well as the general public conducting business in the building. Open 8 am to 5pm
- e) **Duke Park Maintenance Shop** - Approximately 15-20 employees open 6am to 4pm
- f) **Durham Armory** - 85 rentals estimated over the year with a maximum attendance of 585 at each event. Times vary per event – some events are catered.
- g) **East Durham** - 3-6 employees and 15 program participants weekly. Open M-T 2:00 pm – 7:00 pm; F 2:00 pm– 11 pm; closed Saturday and Sunday
- h) **Weaver Street Recreation Center** – 4-8 employees, an average of 200 participants weekly, as well as various rentals and special events. Open M-Th 1:00 pm – 9:00 pm; F 1:00 pm – 10:00 pm; Saturday 1:00 pm – 6:00 pm; closed Sunday
- i) **Edison Johnson Recreation Center** – 18-25 employees, an average of 515 participants weekly, as well as various rentals and special events. Open M-Th 8:30 am – 9:00 pm; F 8:30 am – 8:00 pm; Saturday 8:30 am – 6:00 pm; Sunday 1:00 pm – 6:00 pm
- j) **Edison Johnson Aquatic Center** – 20-30 employees, an average of 600 participants weekly, as well as various rentals and special events. Open M-Th 6:00 am – 8:00 pm; F 6:00 am – 7:30 pm; Saturday 8:00 am – 5:00 pm; Sunday 1:00 pm – 5:00 pm
- k) **I.R Holmes Senior Recreation Center at Campus Hills** – 40-50 employees; an average of 800 participants weekly, as well as various rentals and special events. Open M-Th 6:00 am – 8:00 pm; F 6:00 am – 8:00 pm; Saturday 8:00 am – 6:00 pm; Sunday 1:00 pm – 6:00 pm
- l) **Walltown Park Recreation Center** – 22-30 employees; an average of 550 participants weekly, as well as various rentals and special events. Open M-Th 8:30 am – 9:00 pm; F 8:30 am – 10:00 pm; Saturday 8:30 am – 6:00 pm; Sunday 1:00 pm – 6:00 pm
- m) **WD Hill Recreation Center** – 10-15 employees; an average of 350 participants weekly, as well as various rentals and special events. Open M-Th 8:30 am – 9:00 pm; F 8:30 am – 10:00 pm; Saturday 8:30 am – 6:00 pm; closed on Sunday
- n) **Lake Michie Boat House** – 3-5 employees; serves an average of 350 per season, 30-40 per week. Staffed April through October; Friday through Sunday from 6:00 am to 8:00 pm
- o) **Little River Boat House** - 3-5 employees; serves an average of 450 per season; 40-50 per week. Staffed April through October; Friday through Sunday from 6:00 am to 8:00 pm
- p) **Forest Hills Park Outdoor Pool** – 5-7 employees; 1,225 admissions for the season. Staffed June through August 7 days a week from 12 noon to 6 pm
- q) **Hillside Park Outdoor Pool** – 6-8 employees; 2,000 admissions for the season. Staffed June through August 7 days a week from 12 noon to 6 pm
- r) **Long Meadow Park Outdoor Pool** – 8-12 employees; 3,100 admissions for the season. Staffed June through August 7 days a week from 12 noon to 6 pm

3.4 Insurance

3.4. a. The Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations;
- products/completed operations;
- broad form property damage;
- contractual liability;
- independent contractors, if any are used in the performance of this contract;
- City of Durham and Durham Public Schools must be named additionally insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement);
- Combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$3,000,000 per year.

Workers' Compensation Insurance, covering,

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract)
- Employers' liability coverage, with limits of not less than \$1,000,000 for bodily injury or occupational disease claims.

This policy/coverage shall contain a waiver of subrogation in favor of the City.

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A- or A-VII

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:

City of Durham, North Carolina
101 City Hall Plaza
Durham, NC 27701

- Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

3.4. b The selected agency or firm will be required to furnish general liability insurance and accident insurance prior to the signing of a contract, naming the City of Durham as additionally insured.

3.5 Items and Fees

3.5.a Proposer is to submit and attach to this proposal a list of the proposed commodities, package size and initial selling price of the items that the proposer will place in all snack and beverage machines, including but not limited to; canned soda, bottled water, canned/bottled juice, candies, gum, chips, snacks, cakes and desserts. Proposer shall submit separate listings of the above information for 1) Year Round/Seasonal Sites and 2) Staff Only Sites (DPR will not collect for collection fee on staff only sites – see Section 3.6).

3.5.b Future price increases will be subject to the written consent and approval of the Director of Parks and Recreation. Upon written request by the City of Durham Parks and Recreation Department, the vendor may modify or change any products offered for sale.

3.6 Proposal Percentage

Proposed concession fee paid to the City of Durham Parks and Recreation Department as a percentage of the gross volume of vending machine sales at all year round/seasonal sites only. Staff Only sites will be excluded from the concession fee to be paid to the City.

YEAR	VENDING MACHINES Percentage of Gross Volume
1	%
2	%
3	%

Payments are to be made payable to the City of Durham on a quarterly basis. The quarterly payments are to be received by the City of Durham Parks and recreation department by the 30th day of the month following the end of a quarter.

3.7 Company experience and references

Please provide a description of the Proposer’s agency or firm’s background and three (3) references.

3.8 Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.

There are no goals set for this project. In accordance with the Equal Business Opportunity Program Ordinance, all contractors are required to provide information requested in the "SDBE Procurement Forms" package, which has been included with this Request for Proposals. Proposals that do not contain the appropriate, completed "Procurement Forms" may be deemed non-responsive and ineligible for consideration. The "Declaration of Performance," Managerial Profile," "Equal Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of the "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). All questions concerning SDBE documents should be referred to Deborah Giles or other department staff at (919) 560-4180.

3.9 Non-collusion

This RFP constitutes an invitation to bid or propose. Include and sign the following with your proposal submittal:

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, (name), affirm that I have not engaged in collusion with any City employee(s), other person, corporations, or firms relating to this bid, proposal, or quotation. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature _____

4. CONDITIONS

4.1 Discretion of the City

The City reserves the right to reject any or all proposals. Notwithstanding anything to the contrary in this document or in any addenda to this document, unless the provision refers specifically to this topic, the City reserves the right to negotiate changes of any nature with

any firm or agency proposing to do the work with respect to any term or condition in this document and in any proposal.

4.2 City of Durham Business License and other requirements

All firms doing business with the City are required to obtain a City of Durham business privilege license, if applicable, before entering into a contractual agreement with the City (call 560-4700 or go to http://www.durhamnc.gov/departments/finance/business_license.cfm to apply for this license). A firm or agency that has not worked with the City before will also be required to provide a W-9 federal tax form and complete a City new vendor packet.

4.3 City not responsible for preparation costs

The City is not responsible for any costs associated with preparation or submittal of the proposal.

4.4 Disclosure of proposal contents

All proposals and other material submitted become the property of the City. All information, including detailed cost information, will be held in confidence during the evaluation process and before the contract award. Thereafter, proposals will become public information.

4.5 Limit on claims

No Proposer will have any claims or rights against the City for participating in the Proposal process. The only rights and claims any Proposer will have against the City arising out of participating in the Proposal process will be in the Contract with the selected Proposer(s).

4.6 Contract negotiations

After completion of the evaluation, including any discussions held with responders during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If the City elects to initiate contract negotiations, these negotiations will not involve changes which would, by their nature, affect the proposal selection previously conducted.

4.7 Failure to negotiate

The City may terminate negotiations with the Contractor initially selected and commence negotiations with the next highest ranked responder if the selected Contractor does any of the following:

- a. fails to provide requested information to negotiate in a timely manner;
- b. fails to negotiate in good faith;

- c. indicates that he/she cannot perform the contract within the budgeted funds available for the service; or
- d. if, after good faith efforts, the City and the Contractor cannot come to terms.

5. EVALUATION OF PROPOSALS

5.1 Evaluation method

DPR will use an evaluation committee to score all proposals. The evaluation will be based on the following:

- a. ability to fulfill the requirements of the services requested
- b. products and fees
- c. percentage of gross volume sales
- d. experience, qualifications, and references

5.2 Point scoring method

- a. Ability to fulfill the requirements (5%) 5 points
How well does the proposal match the City's needs? Is the proposer able to provide the necessary equipment and products?
- b. Products and Pricing (40%) 40 points
Does the proposer provide the necessary healthy snacks and beverage options?
Are the proposer's fees within local market rate?
Did the proposer provide two separate lists of fees and products, one (1) for Staff only offices and one (1) for facilities year round and seasonal?
- d. Percentage of gross volume sales (50%) 50 points
Proposed percentage?
- c. Experience, qualifications, and references (5%) 5 points
Does the proposer have experience in providing similar services? Has the proposer provided references? Does the proposer have a successful history of providing similar services?

Appendix A: SDBE Procurement Forms

Appendix B: City of Durham Sample Contract



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROCUREMENT FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:

302 East Pettigrew Street, C-180
Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

Small Disadvantaged Business Enterprise Ordinance SDBE Procurement Documentation

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

COMPLETE THIS FORM
DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

Date

Authorized Signature

COMPLETE THIS FORM
Managerial Profile

Name of Firm: _____

Contact person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Minority and Women Business Enterprises Ordinance.

Managerial Employees

<u>NAME</u>	<u>POSITION</u>	<u>(YES/NO)</u> <u>MINORITY/WOMAN</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*"Minority" means an individual who is a citizen or lawful permanent resident of the United States and who is a "Black American", a person having origins in any of the Black racial groups of Africa. On building contracts, construction over \$100,000.00 or federally funded projects, the federal and/or state definitions apply.

COMPLETE THIS FORM
EQUAL OPPORTUNITY STATEMENT

COMPLETE THIS FORM OR ATTACH COMPUTERIZE FORM

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M-----a-----l-----e-----s

F-----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

M-----a-----l-----e-----s

F-----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

CONTRACT FOR *[descriptive title to be inserted]*

This contract is dated, made, and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and *[name of firm]* (“Contractor”), *[Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State]; a limited liability company organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized under the laws of [name of State]; a sole proprietorship; or a general partnership].*

Sec. 1. Background and Purpose. *[Several sentences are usually enough.]*

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall *[state the services to be provided and the schedule for those services.]*. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. *[City staff - Add any special requirements or detail needed in the invoices.]* Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: *[City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.]*. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably

requires, including notarization if so specified.

Sec. 7. Insurance. [City staff—to be filled in. Consult Risk Management.]

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section ____ [City staff – That blank will usually be Section 2 but it depends on where you insert the schedule of the Contractor's performance] above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [If none, write "None." Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don't use an exhibit. It's easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages.]

Exhibit A [Insert title of exhibit] containing [insert number] page(s).

Exhibit B [Insert title of exhibit] containing [insert number] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701

The fax number is (919)_____.

Email:

To the Contractor:

[Insert name and address]

The fax number is _____.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's

Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement 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, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include

these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the

term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

Attest: (Business Name)

Secretary
(Affix Corporate Seal)

(Business Representative name)
(Title)

Attest: CITY OF DURHAM

City Clerk

Pre Audit Certificate



CONTRA COSTA COUNTY

VENDING MACHINE SERVICES

REQUEST FOR PROPOSAL

DATE: JULY 9, 2013

PURCHASING DIVISION
255 GLACIER DRIVE
MARTINEZ, CALIFORNIA 94553

General Information,

1. Calendar of Events

RFP Release Date	July 9 th , 2013
Last Day for Questions	July 29 th , 2013 no later than 3:00 P.M. PST
Proposal Due Date	August 1 st , 2013 no later than 3:00 P.M. PST
Bid Award Date	TBD

2. Proposal Submittal

- Response to this RFP MUST be submitted electronically through the Bid Sync web site – NO EXCEPTION.
- Late submittals WILL NOT be accepted – NO EXCEPTION
- Fax submittals WILL NOT be accepted – NO EXCEPTION

3. Vendor Registration

Firms must register with the County if they never had before. See Exhibit G attached.

4. Acceptance of Terms and Conditions

Respondents shall accept the entirety of the Terms and Conditions of Contra Costa County.

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Attachments:

- **Contra Costa County Terms and Conditions**
- **Attachment A – Location of Vending Machines**
- **Attachment B – Example of Items that Meet CCHS Vending Machine Standards**
- **Exhibit A – Statement of Experience**
- **Exhibit B – Customer References**
- **Exhibit C – Documentation of Sales and Commission Paid**

- **Exhibit D – Product List**
- **Exhibit E – Equipment List**
- **Exhibit F – Anti Collusion Statement**
- **Exhibit G – Immigration Status Form**
- **Exhibit H – Contra Costa County Business Opportunity Registration Form**

1.0 Project Overview

1.1 Statement of Purpose

The Contra Costa County Department of Health Services (hereafter referred to as “County”) is seeking to retain a qualified firm with a proven experience in the management and operation of vending services (hereafter referred to as “Project”). The purpose of the Project is to provide, manage and operate vending machines to be located within various government buildings located in the County.

1.2 Definition

Net Sales – total gross sales minus applicable taxes.

1.3 Background

The County’s Contra Costa Health Services (CCHS) is committed to supporting the health of its staff and members of the public who use our hospitals, clinics and offices. In our role as a health organization, we are committed to reducing risk factors that cause serious health problems. CCHS is particularly concerned with the impact that overweight and obesity have on people’s health. Overweight and obesity are one of today’s leading risk factors for a range of health problems that include heart disease, type 2 diabetes, some cancers, high blood pressure, stroke, liver disease, respiratory problems, and other conditions. Reports reveal that 48% of children who come to CCHS for a well child visit are either overweight or obese.

Part of the solution to preventing and reducing rates of obesity is providing an environment that supports healthy eating. CCHS is creating a healthier environment in our hospital, clinics, and offices by adhering to a new County Vending Policy that requires 100% of items in vending machines on CCHS properties to meet specific nutrition standards. This will help create an environment that protects the health of our patients, staff, and visitors and reduces their risk for the health problems associated with overweight and obesity.

On December 13, 2010 Dr. William Walker, Director of Contra Costa Health Services, approved a policy mandating that 100% of items in all snack and beverage vending machines on Contra Costa Health Services Property meet stated nutrition standards. To implement this policy, Contra Costa Health Services is contracting with one or more Vendors to work exclusively on Health Services sites and adhere to the provisions in the 100% healthy vending policy. This RFP explains how Vendors can submit an application to be considered for a vending contract and the conditions and execution of the work.

1.4 Period of Agreement

The initial term of any agreement awarded as a result of this Request for Proposal (hereafter referred to as "RFP") will be for 2 (two) years with 2 (two) possible annual renewals upon the mutual agreement of the contractor and the County. Should the Contract expire, service shall continue on a month-to-month basis until a new Agreement has been executed or either party terminates upon thirty (30) days written advance notice.

1.5 Questions

All questions regarding the proposal will be accepted through the BidSync site only. The deadline for submitting questions for this RFP is on or before July 29nd, 2013 3:00 P.M. PST. All questions will be answered and disseminated to those registered on the BidSync website. Contact customer service if you need technical assistance with any part of the bid process; support@bidsync.com or call (800) 990-9339.

2.0 Instructions to Respondents

2.1 Format of Proposal

Respondents shall submit proposals which are concise and which specifically respond to the specifications posted in this RFP. Each proposal shall be submitted with a cover letter signed by an authorized person and the following documents:

- A proposal describing how your firm will provide the services described in section 3.0 under Scope of Services.
- Resume and certification of key personnel
- Certificate of Insurance with Endorsement letter
- Federal and State business licenses and local permits
- Exhibit A – Statement of Experience
- Exhibit B – Customer Reference
- Exhibit C – Documentation of Sales and Commission Paid
- Exhibit D – Product List
- Exhibit E – Equipment List
- Exhibit F – Anti Collusion Statement
- Exhibit G – Immigration Status Form
- Exhibit H – Contra Costa County Business Opportunity Registration Form (if not registered to do business with the County)

2.2 Licenses and permits

Respondents shall possess all licenses, registrations and permits required by the State of California and the County of Contra Costa. Such licenses and permits are to be submitted to the County with the proposal or prior to the contract signing date.

2.3 Proposal Expenses

Respondents shall be fully responsible for all costs incurred in the development and submission of this RFP.

2.4 Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all proposals without indicating any reasons for such rejection,
- Terminate this RFP and issue a new Request for Proposals anytime thereafter,

- Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals by issuing an Addendum at any time prior to the deadline for receipt of responses to the RFP,
- Procure any services specified in the RFP by other means,
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the County. Such disqualification is at the sole discretion of the County,
- Reject the proposal of any Respondent that is in breach of or in default under any other agreement with the County,
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible

2.5 Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFQ specifications or requirements, the Respondent shall notify the County in writing through the BidSync website. The County will send written instructions or addenda to all participants in the RFP process. The County shall not be responsible for oral interpretations

2.6 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda to be posted on BidSync website.

2.7 Customer References

Respondents shall provide a minimum of three (3) letters of reference. Each letter must include the name of the firm, description of services provided, date(s) of services and contract amount for projects similar to the services requested in this RFP. See Exhibit B.

2.8 Taxes

Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contract.

2.9 Product Pricing

- a. Contractor will provide a retail price lists with their proposals for the products that will be sold in the vending machines

2.10 Commission

Contractor shall agree to pay a 20% commission to the County based on net sales.

2.11 Refund

Successful Bidder shall provide a written refund policy including a timeline for refunds to be issued (not to exceed 10 days). Each vending machine shall have contact information for refund on damaged goods or when customers do not receive product for their money due to a malfunction of the machine.

2.12 Assurance of Freshness

Respondents shall provide procedures of assuring freshness of products that are on sale in the vending machine. No expired products shall be offered for sale. Packages sold in vending machines will need to have an expiration date clearly marked on the package that is visible to customers.

2.13 Policy on Stocking and Restocking Vending Machines

Respondents shall describe their policies and procedures for stocking and restocking vending machines.

2.14 Sales Report

Successful Bidder shall submit a monthly detailed report of net sales by vending machine by location with the number of products sold by the 15th day following the end of each month. This report must be submitted along with the commission payment to CCHS.

2.15 Performance

Contractor will perform all services required under the terms and conditions of the contract.

2.16 Maintenance

The Contractor shall maintain all vending machines in good working order when installed and thereafter to completion of the agreement. A preventive maintenance program by the Contractor should also be in place and a copy of it included in the retuned proposal. A copy of each machine inspection and or maintenance activity must be forwarded to the Department of Health Services.

County shall have no liability to Contractor for maintenance of the equipment or any damage to the vending machines by a third party and Contractor shall not make any claim against, or seek recovery from, the County for any loss or damage to the vending machines.

3.0 Scope of Services

The successful Proposer shall furnish, install, maintain, supply and remove, as needed, various vending machines in designated locations of the County for a period of two (2) years effective October 1st, 2013.

3.1 Equipment

- a. Contractor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to the County, unless otherwise agreed upon by the Facilities Maintenance Division of the General Services Department
- b. Machines will be the property of the Vendor
- c. Machines shall be installed, stocked, and ready for operation no later than October 1, 2013.
- d. Contractor shall be responsible for repairs due to vandalism at no cost to the County
- e. Machines shall be maintained and in proper working order at all times
- f. Replacement of non-functional machines must be addressed within two (2) weeks of notification
- g. Upon expiration or termination of the contract, the Vendor must remove all machines within ten (10) business days of notification
- h. Any microwave oven used in conjunction with a vending operation must be approved for safety by the County Facilities Maintenance Division prior to installation
- i. All food vending machines must comply with all Federal, State, County and City Codes

3.2 Products

- a. Contractor shall ensure that no out of date products remain in machines. Expiration dates should be on each of the products offered for sale in the vending machine and should clearly show the month and the year of expiration.
- b. The County has "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Vendor is expected to take immediate action to correct any situation in which product integrity is violated
- c. Vendor shall provide to the County nutrition facts associated with the product for all items not listed on the recommended healthy item choices
- d. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit
- e. CCHS will maintain a list of examples of products that meet the nutrition criteria as listed in this contract. This list will be updated not less than annually and will be

available on Contra Costa Health Services Department website at www.cchealth.org
Vendor may stock additional products that meet nutritional guidelines listed in this contract

- f. CCHS will conduct periodical monitoring of products to ensure they meet the nutritional guidelines set forth in the contract
- g. Vendor shall provide nutrition facts/ nutrition labels to CCHS prior to stocking new products

3.3 Service

- a. Vendor shall respond to service calls within 48 hours and be on-site to make the necessary repairs within three (3) business days. The names and telephone numbers of service personnel shall be provided with the proposal and affixed to each machine located in a visible place. CCHS reserves the right to terminate the contract if Vendor does not respond to service calls for inoperative machines within 48 hours, and machines are not maintained and kept in working order, and malfunctioning machines are not replaced or repaired within three (3) business days
- b. Restocking, collection of monies and preventative maintenance on all machines shall be done between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday excluding major holidays the County is closed
- c. CCHS will provide consumer outreach and education regarding healthy items in vending machines
- d. CCHS will provide assistance to Vendors (e.g. answering questions about specific products).

3.4 Placement of Vending Machines

- a. No independently owned vending machines will be allowed on properties where CCHS programs are located without prior approval of the General Services Director or designee. Subject to the requirements noted in this policy, only Vendors that have contracts with County General Services Department to operate in buildings where CCHS programs are located, may operate snack and beverage vending machines for the sale of food and beverage items to CCHS employees and members of the public who uses the facilities.
- b. The General Services Director or designee will authorize the placement of vending machines in strategic locations throughout the County where traffic patterns or other circumstances warrant their placement
- c. Vendors may recommend new machines in new locations. General Services Director or designee must review and approve locations of new machines prior to installation. An approval notice issued by General Services Department must be attached to all vending machines

- d. The vending machine shall not in any way obstruct or otherwise interfere with emergency exits or access areas as determined by the Fire Marshall
- e. Vending machines must be securely fastened to the wall, floor or other structure, or otherwise secured in such a way as to prevent it from being rocked, bounced or tipped. Placement of machine shall not obstruct the flow of foot traffic
- f. Failure to comply with these provisions may result in removal or disablement of the vending machine at Vendor's expense

3.5 Facility Requirements

- a. General Facility Requirements

No modification to building structure, electrical systems, plumbing, and any other part of the physical plant of any County building may be performed without prior approval from the General Services Department, Facilities Maintenance Division. In the case of a property leased by the County, the Real Property Agent assigned to the property will perform additional review of proposed facility modifications. All authorized modifications will be at the expense of the vending machine owner, unless otherwise agreed upon by the County.

- b. Plumbing

- For machines that require an external water source, connections must be made from a County potable water supply. In the event this is not possible, the Vendor will be responsible for establishment of an alternative source with prior approval from the County
- Plumbing installation, when needed, shall include valves and backflow prevention devices that comply with State and local code requirements. Fixtures and other installations are expected to appear neat and professional

- c. Electrical

- All vending machines utilizing electrical power shall be grounded with an approved three-wire cord and plug. All machines vending perishable foods have a lock on the power cord plug to prevent accidental or intentional disconnection
- Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards. The vending machine owner is responsible for installation of electrical circuits when there are no existing circuits available or if existing circuits are inadequate

- d. Energy Efficient Timer

- All machines shall have an electronic timer or occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles compressor to maintain product temperature. Compressor cycle intervals must be reduced during hours, weekends, and holidays when no office staff is present

3.6 Food and Beverage Operations

- a. The areas surrounding all machines are to be kept clean and proper waste and recycling receptacles shall be provided in the immediate areas
- b. All food vending machines must comply with all applicable Health and Safety Codes. Machines not complying with the above criteria shall be removed from service
- c. Vending machines should be well stocked with no more than 10% of the shelves being empty of product for more than five (5) days

3.7 Product List

Respondents shall submit their proposed of food/beverage product list with the proposal. See Exhibit D attached.

3.8 Locations

Contractor shall place vending machines only in locations designated by the County. An initial list of these locations is supplied herewith. However, the County reserves the right to add to or subtract from the total number of machines in place at any given time. See "Attachment A" for list of locations.

4.0 Requirements and Qualifications

4.1 Beverages

Beverages offered in each vending machine shall meet all the following criteria:

- Fruit-based and vegetable-based drinks that are at least 50% fruit or vegetable juice without added caloric sweeteners and do not exceed 12 fluid oz (1)(2)
- Water, including carbonated water products, with no added caloric sweetener (1)(2)(3)
- One-percent fat milk, nonfat milk, or Vitamin D and Calcium fortified soy milk, almond milk, rice milk, and other similar plant-derived milk beverages without added caloric sweetener (1)
- All other beverages that are low calorie (≤ 40 per container) or no-calorie, including diet sodas (2)
- 100% vegetable juice (limited to a maximum of 12-ounce container, no added caloric sweeteners, and ≤ 200 milligrams of sodium per container) (2)

4.2 Snacks

Snack food items offered in each vending machine shall meet all the following criteria for each individual package:

- No more than 250 calories
- No more than 35% calories from fat (excluding legumes, nuts, nut butters, seeds, trail mixes which include nuts, eggs, non-fried vegetables, and cheese packaged for individual sale). (1)(3)
- No more than 10% of calories from saturated fat (excluding eggs or cheese packaged for individual sale) (1)(2)(3)
- No trans fats (1)(2)
- No more than 35% sugar by weight (not including any fruits and vegetables processed without sugar; canned fruit must be packed in 100% fruit juice or water) (3) Exception: yogurt that contains no more than 30 grams of total sugar per 8 ounce container (and adjusted proportionally for smaller containers)
- No more than 360 mg sodium (3)

4.3 Individual Entrée Items:

Means food generally regarded as the primary food in a meal and that contains two or more of the following groups: meat or meat alternatives such as tofu, grains or bread, or vegetables or fruit that are eaten together, including but not limited to, sandwiches, pizza, hamburger on a bun, burrito, chef's salad, fruit and cheese platter, baked potato with chili or chicken stir-fry.

1. Entrée items shall not exceed 500 calories (1)
2. Entrée items shall not exceed 600 milligrams of sodium. (The standard will be reduced to a recommended 480 milligrams when there are more entrees available that meet the standard)
3. No more than 35% calories from fat (2)
4. No more than 10% calories from saturated fat (2)
5. No trans fat (3)
6. No more than 35% of calories from total sugars and a maximum of no more than 15 grams of total sugar in the item (2)

4.4 Additional Criteria

1. At least 1 item in all snack vending machines must meet the FDA definition of "low sodium" (less than 140 mg of sodium per serving for a snack). The lower sodium item should be identified on a label or sign visible from the vending machine window.
2. At least 1 item in all snack vending machine should contain at least 5 grams of dietary fiber per serving. The higher fiber item should be identified on a label or sign visible from the vending machine window.
3. Vending machine promotional advertisements shall only promote items that meet the nutritional standards outlined above.

The County vending machine standards are hybrid, based on the standards of the following documents:

1. **AB459 Standards for Vending Machines**
2. **National Alliance for Nutrition and Activity (NANA) "Model Beverage and Food Vending Machine Standards"**
3. **Network for a Healthy California-Worksite Program, "Vending Machine Food and Beverage Standards"**

4.5 Qualifications

- a. Respondents must have a minimum of five years of experience in the provision of vending machine services
- b. Respondents must have adequate insurance coverage, as defined in the attached terms and conditions
- c. Respondents must provide three acceptable customer references. References should be for Responder's customers that are close to the size and scope of this Project.
- d. Respondents must have adequate personnel on staff that can service this Project.

- e. Respondents must have the capital necessary to support this contract for the five-year period.

4.6 Use of County Facilities

Successful bidder shall agree to the following:

1. To make no other use of the designated premises than the purpose for which is outlined in this RFP
2. To operate first class vending machines at all County facilities
3. To keep vending machine at all County locations properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays and weekends.
4. To abide by all applicable Federal, State, or local laws, statutes, regulations or ordinances concerning the operation of vending machines as described in this RFP

5.0 Evaluation and Selection Process

5.1 Selection Criteria

If an award is made, it will be made to the responsive proposal by a responsible Respondent(s) that offers the County the greatest value based on an analysis involving a number of criteria. Evaluation criteria shall include, but is not necessarily limited to the following:

- Respondent experience for similar project and size
- Suitability of product offering to meet the needs of individual vending areas
- Approach for refreshing, restocking and refunding
- Customer Reference

5.2 Award Agreement

Upon completion of the review period, the County shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified may be contacted for an interview and negotiate in good faith in accordance with direction from the County. Any delay caused by Proposer's failure to respond to direction from the County may lead to a rejection of the Proposal.

If the County determines after further evaluation and negotiation, to award the Agreement, a Professional Services Contract shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both Applicant and the County.

5.3 Proposals are Public Records

California Government Code Section 6250, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

Unless otherwise compelled by a court order, the County will not disclose any proposal while the County conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the County either awards an agreement to a successful Proposer, or rejects all proposals, the County shall consider each proposal subject to the public disclosure requirements of the California Public Records Act. Each Proposer is hereby informed that, upon submittal of its proposal to the County in accordance with this RFP, the proposal becomes the property of Contra Costa County.

5.4 Protest Procedures

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Purchasing Services Manager in care of:

David Gould, Purchasing Services Manager
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez CA, 94553

6.0 Invoicing and Billing

6.1 Payment Terms

Payments to the County will be due by the last day of the month for the previous month. All payments shall be made to the following address:

Contra Costa Health Services (CCHS)
Attention: **Ericka Ramirez**
Administrative Analyst
Community Wellness & Prevention Program
597 Center Ave. Suite #125
Martinez, CA 94553

6.2 Commission

The County shall be compensated 20% of commission rate against total net sales. See Exhibit C attached.

6.4 Taxes

Vendor is responsible for all federal, state, and local taxes and other charges related to the performance of the contract.

6.5 Audits

The County shall have the right to make periodic audits and inspections of Contractor records of gross receipts at any reasonable time without notice. Such audit may include, and is not limited to, inventory control at all applicable locations, vending food service personnel accounting controls, methods of recording, checking and reporting sales, route and internal control of cash handling, internal audit, accounting and cash collection, commission statements, etc. In addition, County shall require supplementary information as needed to perform and conclude an audit. Contractor must keep and maintain all such records for a period of three (3) years.

7.0 Terms and Conditions – See Attached



Contra Costa County

LOCATION OF VENDING MACHINES

#	Location and Location Address, Contact Name Contact Info.	Service Area	Kind of Machine
1.	Health Services/CCTV, Sheriff and Veterans Services 10 Douglas, Martinez Dorian Carr 925-313-1481 Dorian.Carr@vs.cccounty.us	2 - Public	1 – Snack 1 - Beverage
2.	Homeless Center 845 B Brookside Drive, Richmond Arturo Castillo 925-313-6296 Arturo.castillo@hsd.cccounty.us	2 - Public	1 – Snack 1 - Beverage
3.	1- Mental Health (Older Adults) 1 st , Floor Jonathan Goco 925-521-5622 Jonathan.goco@hsd.cccounty.us 2- Mental Health (Children’s) 2 nd , Floor 2425 Bisso, Concord	2 - Staff	1 st floor: 1 – Snack/ Beverage combination 1 – Snack/ Beverage combination

	<p>David Chen 925-521-5799 David.chen@hsd.cccounty.us</p>		
4.	<p>Mental Health (Admin) 1340 Arnold Suite 200, Martinez Carole Rodrigues 925-957-5136 Carole.rodrigues@hsd.cccounty.us</p>	2 - Staff	<p>1 – Snack 1 - Beverage</p>
5.	<p>1- West County Health Center 13601 San Pablo Ave. San Pablo, CA Arturo Hernandez 510-520-9914 Arturo.hernandez@hsd.cccounty.us</p> <p>2- North Richmond Health Center Address _____ Chinyere Madawaki 510-374-7344 Chinyere.madawaki@hsd.cccounty.us</p>	TBD	TBD
6.	<p>Public Health Gwenn White</p> <p>1- 597 Center Ave STE. #120, Martinez 925-313-6829 Gwenn.white@hsd.cccounty.us</p> <p>2- 597 Center Ave, 2nd Floor, Martinez Bill Sorrell 925-313-6541 Bill.sorrell@hsd.cccounty.us Jessica McCracken 925-313-6711 Jessica.McCracken@hsd.cccounty.us</p> <p>3- 595 Center Ave. 3rd floor, Patient Accounting JR Ang</p>	<p>2 – Public</p> <p>2 - Staff</p>	<p>2nd floor: 1 – Snack 1 – Beverage</p> <p>3rd floor: 1 – Snack 1 - Beverage</p>

	<p>925-313-6506 Jr.ang@hsd.cccounty.us</p>		
7.	<p>Health Services (Admin and Finance) 50 Douglas, 3rd floor, Martinez Kathy Garrett 925-957-5400 Kathryn.garrett@hsd.cccounty.us</p>	2 - Staff	<p>3rd floor: 1 – Snack 1 - Beverage</p>
8.	<p>Richmond Health Center 39th and Bissell, Richmond Arturo Hernandez – Clinic Coordinator 510-520-9914 510-346-4647 – pager Arturo.hernandez@hsd.cccounty.us</p>	<p>1st floor 2 - Public</p>	<p>1st floor: 1 – Snack 1 - Beverage</p>

Authorized Name: _____ Title: _____

Signature: _____ Date: _____



Contra Costa County

Examples of Items That Meet CCHS Vending Machine Standards

Please note that this is not an exhaustive list, and inclusion on this list does not serve as an endorsement by CCHS. This list does not contain every product that meets the standards, but it offers a sense of what types of products could be placed in healthier vending machines. As new foods meet the nutrition standards and/or food standards change, this list will be revised to reflect the changes. For any product that is to be sold in your vending machine that is not on this list, please forward a copy of the nutrition information/ label to me at Mary.kiefer@hsd.cccounty.us. For questions or technical support regarding products, please contact Mary Jane Kiefer @ 925-348-1977.

Beverages

Bottled Water

Any bottled water with no added caloric sweeteners

Seltzer and Flavored Water

Any Seltzer and flavored water with no added caloric sweeteners

100% Fruit and Vegetable Juice

Any 12 oz 100% juice (look at % juice on food label)

Tropicana (all 100% juice)

Ocean Spray (all 100% juice)

Minute Maid (all 100% juice)

Veryfine (all 100% juice)

Welch's (all 100% juice)

Juicy Juice (all 100% juice)

Motts Apple Juice

V-8 Fusion

V-8 Low-Sodium 100% Vegetable Juice

Campbell's Low-Sodium Tomato Juice

Fat-Free & 1% Low-Fat Milk and Plant-Derived Milks

Any unflavored or flavored fat-free or 1% lowfat milk with no added caloric sweetener

Fruit Juice Drinks

Any Fruit-based and vegetable-based drinks that are at least 50% fruit or vegetable juice without added caloric sweeteners and do not exceed 12 fluid oz.

Fruit 66 Sparkling Fruit Juice

Fruit 20

Izze Sparkling fruit drinks (Check Labels)

Low Calorie Drinks

Drinks that contain 40 calorie or less per container

Country Time Light Lemonade

Sunkist Diet Sparkling Lemonade

Tropicana (Light Lemonade, Light Fruit Punch, and Light Berry Blend)

Hawaiian Punch Fruit Juicy Red Light

V8 Splash (Diet Berry Blend and Diet

Tropical

Blend)

Minute Maid Light Lemonade

Snapple (Diet Noni Berry and Diet Cranberry Raspberry)

SoBe (B-Energy Strawberry Apricot, Lean Fuji

Apple Cranberry, Lean Raspberry

Lemonade, and B-Energy Black Cherry Dragonfruit)

Ocean Spray (Diet Sparkling Cranberry, Diet

Blueberry, and Diet Cran-Pomegranate)

Rockstar Zero Carb

Rockstar Pink

Teas

Drinks that contain 40 calorie or less per container

Snapple (Diet Peach Tea, Diet Plum-a-Granate

Tea, and Trop-A-Rocka Tea)

Nestea (Diet Sweetened Lemon Ice Tea and Diet Green Tea)

Brisk No Calorie Lemon Iced Tea

Lipton (White Tea with Raspberry, Diet Green

Tea with Watermelon, and Green Tea with Mixed Berry)

Hot Coffee and Tea, Vending

Unsweetened coffee and tea, if condiments are provided milk/creamer must contain less fat than cream, like whole or 2% milk

Sports Drinks

Drinks that contain 40 calorie or less per container

Propel Zero (all flavors)

Gatorade G2 Low Calorie (all flavors)

Powerade Zero (all flavors)

Low-Calorie Soda

Drinks that contain 40 calorie or less per container

Diet Coke (also Lime and Vanilla)

Coke Zero

Sprite Zero

Fresca

Diet Mellow Yellow

Diet Dr. Pepper (also Cherry Vanilla)

Dr. Pepper 10

Diet Sunkist

Diet Sun Drop

Diet 7-Up

Diet Pepsi (also Lime, Vanilla, and Wild Cherry)

Pepsi Max

Diet Sierra Mist (also Cranberry Splash and Ruby Splash)

Diet Mug Root Beer

Diet Mug Cream Soda

Diet Mountain Dew (also Code Red)

Diet A&W Rootbeer

Diet Stewarts Rootbeer

Diet Stewarts Orange and Cream

Schweppes Diet Ginger Ale

Snacks

RESH FRUIT AND VEGETABLES

Many varieties of fresh fruit and vegetables work well in refrigerated vending machines.

Examples include:

Apples (whole or sliced in packages)

Oranges (whole or sliced in packages)

Cut up fruit (melon, pineapple)

Berries

Grapes

Baby Carrots

Celery Sticks

Grape or Cherry Tomatoes

FRUIT CUPS

Fruit cups in single-serve cups with less than 250 calories

Del Monte

Diced Peaches, no sugar added

Diced Pears, no sugar added

Mixed Fruit, no sugar added

Mandarin Oranges, no sugar added

Pineapple Tidbits in 100% Juice

Dole

Cherry Mixed Fruit in 100% Juice

Diced Peaches in 100% Juice

Mixed Fruit in Sugar Free Cherry Gel

Mandarin Oranges in 100% Juice

Mixed Fruit in 100% Juice

Peaches in 100% Juice

Tropical Fruit in 100% Juice

Red Grapefruit Sunrise

Frozen Fruit Cups (Blueberry, Pineapple, and Sliced Strawberry)

Schwann's

Fruit to Go Cup

APPLESAUCE

Applesauce in single-serve pack with less than 200 calories

Matern

Go-Go Squeeze Applesauce on the Go (Apple Banana, Apple Cinnamon, Apple Peach, Apple Strawberry, Apple)

Musselman's

Natural

Totally Fruit Applesauce (Peach and Strawberry)

Motts

Natural

FRUIT SNACKS

Fruit snacks in single-serve packs with less than 200 calories and made from 100% fruit

Kettle Valley Fruit Snacks**Sensible Foods Snacks****Stretch Island**

Fruit Leather (Orchard Cherry, Abundant Apricot, Harvest Grape, Autumn Apple, Ripened Raspberry, Mango Sunrise, and Summer Strawberry)

DRIED FRUIT

Dried fruit in single-serve packs with less than 200 calories and no added sugars

Brothers-All-Natural

Fruit Crisps (Strawberry Banana, Fuji Apple, Asian Pear, Strawberry, Banana, Peach, Pineapple, Apple Cinnamon, Mixed Berry, and Mandarin Orange)

Sun-Maid

Raisins

Apricots

Pitted Plums

Fruit Bits

Apples

Mixed Fruit

Tropical Trio

Goldens (raisins) and Cherries

Azar Nut Co.

Raisins

Crispy Green

Crispy Fruit (Apple, Asian Pear, Banana, Mango, and Pineapple)

Crunchies Food Company

Freeze Dried Fruit (Cinnamon Apple, Mango, Mixed Fruit, Pear, and Pineapple)

Funky Monkey Fruit That Crunches

Freeze Dried Fruit (Applemon, Bananamon, Carnaval Mix, Jivealime, MangoJ, Pink Pineapple, and Purple Funk)

Bare Fruit

Apple Chips (Cinnamon Apple, Fuji Red, and Granny Smith)

YOGURT

Yogurts listed are 6 oz. servings or less (no more than 22g total sugar for 6 oz. serving)

Dannon

Light N' Fit (all flavors)
Oikos 0% Greek (all flavors)
Light & Fit 60 Calorie Packs (all flavors)
Activia Light (all flavors)

Yoplait

Light (all flavors)
Light with Fiber (all flavors)
Light Thick & Creamy (all flavors)
Greek 100 (all flavors)

Breyers

Light (all flavors)

Stonyfield

0% Fat, Smooth and Creamy (all flavors)
0% Fat, Fruit on the Bottom (all flavors)

Oikos 0% Greek (all flavors)
Low-fat, Smooth and Creamy (expect Peach)
Low-fat, Smooth and Creamy (except Mango
Honey)

Wallaby

Non-fat (all flavors)
Low-fat (only Key Lime and Vanilla Bean)
Low-fat Down Under (only Passion Peach)

Fage

Total 0% (except Honey)

Siggi's

Non-fat (all flavors)

Chobani

0% (all flavors)

NUTS/SEEDS/Nut Products

Nuts and seeds are 1 oz., unless otherwise noted

Blue Diamond

Almonds 100 Calorie Pack (Lightly Salted, Whole
Natural, Cinnamon Brown Sugar, Dark
Chocolate, Sea Salt, and Wasabi and Soy
Sauce)

Emerald Nuts

Almond 100 Calorie Packs (Dry Roasted, Cocoa
Roasted, and Natural)

Planters Peanuts

Dry Roasted
Honey Roasted
Salted

David

David in Shell Original Sunflower Seeds (Original,
Bar-B-Q, and Ranch, 1.75 oz.)

Azar Nut Co.

Peanuts (Roasted, Salted)
Pumpkin Seeds (Ranch)

Sunflower Kernels (Honey Roasted or Roasted and Salted)

Sunrich Natural

Chili Limon Pepitas Pumpkin Seeds
Blaze-In' Hot Sunflower Kernels
Lightly Salted Pepitas Pumpkin Seeds
Lightly Salted Sunflower Kernels

Kar's Nuts

Roasted, Salted Cashews
Salted Almonds
Salted Peanuts
Sunflower Kernels
Original Trail Mix

Mr. Nature

Salted Almonds
Salted Cashews
Salted Peanuts
Unsalted Trail
Fruit
Fat Free
Oriental Mix
Aloha Mix

GRANOLA & CEREAL BARS

Quaker Chewy

Chocolate Chip
Chocolate Swirl
Peanut Butter Chocolate Chip

Kashi TLC Chewy Granola Bars

Honey Almond Flax
Chewy Trail Mix
Cherry Dark Chocolate
Dark Mocha Almond
Peanut Butter

Kashi TLC Crunchy Granola Bars

Honey Toasted 7-Grain

Pumpkin Spice Flax
Roasted Almond Crunch

General Mills Cereal Pouches

Cinnamon Toast Crunch On-The-Go Pouch
Cinnamon Toast Crunch Crisps
Cocoa Puffs Cereal On-The-Go Pouch - Reduced
Sugar

Corazonas Foods

Corazonas All Natural Oatmeal Squares (Banana
Walnut, Blueberry, Chocolate Brownie
Almonds, Chocolate Chip, Cranberry Flax, and
Peanut Butter)

Luna

Vanilla Almond
Blueberry, Toasted
Nuts and Cranberry
Chocolate Raspberry
Dulce de Leche

Nature Valley Crunchy Granola Bars

Pop Tarts (single packet only)

Strawberry
Blueberry
Brown Sugar Cinnamon
Hot Fudge Sundae

Nabisco 100 Calorie Snacks (check labels)

GUM

Any sugar-free gum
Trident (sugar-free)
Stride (sugar-free)
Orbit (sugar-free)
Eclipse (sugar-free)
Extra (sugar-free)

COOKIES

Otis Spunkmeyer

Delicious Essential Reduced Fat 51% Whole Grain
Cookies, 1.5 oz. or less (Carnival, Chocolate
Brownie, Chocolate Chip, Oatmeal Raisin, and
Sugar)

Readi-Bake

1.2 oz. or less

51% Whole Grain ABC Graham Crackers
51% Whole Grain Dots Graham Crackers
51% Whole Grain Sports Graham Crackers

Barbara's Snackimals

Vanilla

CHIPS

1 oz., unless otherwise noted

Baked! Lays Potato Crisps (Original, BBQ, Sour Cream and Onion, and Southwestern Ranch)
Baked! Doritos Nacho Cheese
Baked! Tostitos Scoops!
Frito Lay Baked Chips
Doritos Reduced Fat (Cool Ranch, Spicy Sweet Chili, and Nacho Cheese)
Genisoy Soy Crisps
Michael Season's Baked Potato Crisps (Sweet Barbeque)
Popchips 0.8 oz bags (Barbeque, Cheddar, Jalapeno, Original, Parmesan Garlic, Salt & Pepper, Sea Salt & Vinegar, and Sour Cream & Onion)
Baked Wise Original
Dr Sears Whole Grain Popumz (BBQ, Ranch, and Cheddar)
Glenny's Whole Wheat Popped Crispy Chips (Sea Salt)
Stacy's Pita & Bagel Chips
Snikiddy Baked Fries
Flat Earth Chips
Quaker Tortillaz

CRACKERS

1 oz. unless otherwise noted

Wheat Thins Multigrain
Wheat Thins Hint of Salt
Wheat Thins 100-Calorie Pack
Cheez-It Reduced Fat Crackers
Keebler Graham Crackers

POPCORN & PRETZELS

1 oz. or less

Jonny Rapp's (Lite White Cheddar Popcorn and Lite White Popcorn)

Mini Pops Air Popped Sorghum Grain (Baby White Cheddar, Itty Bitty Butter, Subatomic Sea Salt)

Herr's Light Popcorn

Wise Reduced Fat Butter

Pirates Booty Popcorn (except Veggie & Pizza)

Newman's Own 94% Fat Free Popcorn

Snyder's (Old Tyme, Mini Pretzels, Pretzel Stix)

Entrees

Healthy Choice (some, but check labels)

Lean Cuisine (some, but check labels)

This list was modified from the National Alliance for Nutrition and Activity (NANA) vending machine standards.



Contra Costa County

Statement of Experience

SECTION A

Business Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ ZIP: _____

Federal Tax ID #: _____ Business License #: _____

Business Status:

____ Non Profit Corporation

____ Corporation State of Incorporation: _____

____ General Partnership

____ Limited Partnership

____ Sole Proprietorship

Other: _____

Name and title of an Officer or owner authorized to sign this proposal and any contract with the County that may result.

Name: _____ Title: _____

SECTION B

Number of years in business under present business name: _____

Other Business Name(s): _____

Number of years under prior name if any: _____

SECTION C

Number of years of experience in providing required, equivalent, or related projects: _____

SECTION D

Similar projects completed during the last five years?

Period	Services	\$ Amount Paid	Location	Agency Name
1 -	_____	_____	_____	_____
2 -	_____	_____	_____	_____
3 -	_____	_____	_____	_____
4 -	_____	_____	_____	_____
5 -	_____	_____	_____	_____

SECTION E

Have you, or your agency failed or refused to complete a contract? YES No

If yes, explain: _____

SECTION F

Is your firm authorized to do business in the State of California? Yes No

SECTION G

Is your firm a State of California registered small business? Yes No

SECTION H

Is your firm local Business? _____ Yes _____ No

SECTION I

Explain any litigation similar to the services requested by this proposal involving you, or your agency, or any principle officer(s) thereof:

SECTION J

List the names and titles of the key personnel who would be assigned to the Project.

Name

Classification

_____	_____
_____	_____
_____	_____
_____	_____

SECTION K

List all required business and professional licenses that pertain to this Project:

License Number

Type

Expiration Date

SECTION L

Do you and your agency agree to provide additional information as required by the County to make an informed determination of qualifications? _____ Yes _____ No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your proposal are true, and you acknowledge that if the proposal contains any false statements, the County may declare any contract or agreement made as a result of the proposal to be void.

Signature: _____ Date: _____

Authorized Name: _____ Title: _____



Contra Costa County

Reference Form

Company Name:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	



Contra Costa County

DOCUMENTATION OF SALES and COMMISSION PAID

Your Company Name Goes Here

The Percentage of commission will be 20% of total of net sales payable to Contra Costa Health Services (CCHS).

PROPOSED DOCUMENTATION OF SALES

Describe your method of documenting sales of vending products for the purpose of payment of commission to CCHS: ***Attach additional sheets as required***

Remarks (any remarks you would care to make)

Attach additional sheets as required

I certify that the statements made by me in my Proposal are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

I understand and agree misstatements / omissions of material fact may cause forfeiture of my rights to contract with Contra Costa County.

Name and Title

Authorized Name: _____ Title: _____

Signature: _____ Date: _____



Contra Costa County

ANTI-COLLUSION STATEMENT

By signing this form, the Bidder agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED BIDDER, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE COUNTY.

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____



Contra Costa County

Immigration Status Form

I hereby attest that all workers on this Project shall be either citizens of the United States or shall be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Name: _____ Title: _____

Signature: _____ Date: _____

Witness: _____

COWLEY COUNTY, KANSAS

REQUEST FOR PROPOSAL



VENDING MACHINE SERVICES

SUBMITTAL DEADLINE

July 23, 2014

RFP NUMBER

14-002

SCOPE OF SERVICES

1. PURPOSE

The County of Cowley is seeking a vendor to supply vending machine services to several county facilities.

2. STATEMENT OF NEEDS

The County would like a vendor to supply drink and snack vending machines and services. The Respondent would be responsible for the machines and all maintenance and upkeep of the machines. The Respondent would supply all products for the machines and ensure all machines are adequately stocked with quality, fresh product.

Product supplied in machines shall be brand name products. This service shall be provided at no cost to the County and the Respondent would manage all monies associated with the operation of the machines. A notice shall be posted by the machine detailing refund procedures should individuals lose their money while attempting to purchase snack and drink items. The County will not be responsible – nor will assist with this process.

The Respondent shall perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises. All equipment shall be kept in an orderly manner and fully functioning.

Locations of machines are listed below. The County has the right to request additional machines to be placed at other County facilities, or for the removal of machines at existing locations should they become unnecessary.

1. County Courthouse
311 E 9th Ave
Winfield, Kansas 67156
(Approximately 80 employees plus the public)

2. County Courthouse North Annex
320 E 9th Ave
Winfield, Kansas 67156
(Approximately 17 employees plus the public)

COWLEY COUNTY, KANSAS
REQUEST FOR PROPOSAL 14-002

3. County Courthouse South Annex
321 E 10th Street
Winfield, KS 67156

Two locations, the basement and the first floor both with a total width available of 5'-6" on each floor.

(Approximately 40 employees plus the public)

It is the Respondent's responsibility to tell us what options are available to best meet the vending needs of each area. Please list the location in your bid, and itemize your bid by location.

3. PROPOSAL PREPARATION AND SUBMISSION

All proposals submitted in response to this notice will be reviewed and evaluated by County staff. Selected respondents will be invited to go through a selection process conducted by a selection panel.

The County reserves the right to accept or reject any and all submittals of proposals. The County reserves the right to waive technicalities or irregularities on proposals. No proposals may be withdrawn after submission deadline for a period of sixty (60) days.

All information should be submitted in an 8 ½" by 11" format in two (2) bound copies and one electronic copy. Please do not use ring binders. Please be advised that emailed proposals will not be accepted. Submittals will be received up until 3:00 pm on July 23, 2014. Proposals will not be accepted via fax machine, or email.

All information should be submitted to and plainly marked as:

RFP #14-002 Vending Machine Services

Cowley County Clerk
311 E. 9th Avenue
Winfield, KS 67156-2843

4. PROPOSAL REQUIREMENTS

1. Products:
 - i. List of all products and proposed price for each product to be resold in vending machines at the facilities.
2. Vending Operations:

COWLEY COUNTY, KANSAS
REQUEST FOR PROPOSAL 14-002

i. Respondent will describe commission schedule or other proposed compensation methodology.

3. Vending Equipment:

i. Respondent shall acknowledge that it will provide and install all Equipment (as defined in Section A of the Standard Terms and Conditions, below) necessary to dispense Snacks and beverages at the facilities without charge.

ii. Respondent shall acknowledge that equipment shall be in new or like-new condition and cosmetically acceptable.

iii. Respondent shall acknowledge responsibility for Service to Equipment.

iv. Respondent shall furnish pictures of actual equipment proposed to be installed in each facility.

The County will not select a respondent who, as determined by the County, has unsatisfactory performance or experience. Each party must submit as part of its proposal, a written statement covering the following points:

i. Each Facility shall have single point of contact (“POC”). Provide name and contact information for all POC’s.

ii. Product stocking schedule.

iii. Maximum response time for a request for service.

iv. Three references from organizations that have contracted Services with the Respondent. The information provided shall include the name of the individual representing the firm or organization and contact information.

6. Reporting:

i. Designate product volume accounting system, method of reporting to the County, and frequency.

ii. Report should include, at a minimum, the following:

1. Product volume sold, by Facility

2. Percentage of sales that is County’s share (if applicable).

iii. Please include sample report.

7. Respondent shall list any exceptions to the Standard Terms and Conditions set forth below.

8. An official who is legally authorized to bind the organization must sign the RFP.

5. SELECTION PROCESS

The County selection panel will review and score all proposals based on responses to the RFP in the context of Section Six (6) below. The scores from the overall strength of the proposal will determine the respondent who will be selected to continue in the process. The County will negotiate an Agreement based on the proposal and/or the negotiated terms deemed most advantageous to the County.

COWLEY COUNTY, KANSAS
REQUEST FOR PROPOSAL 14-002

6. EVALUATION PROCEDURES

A. Review of Proposals

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Respondents to be considered for negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Respondents are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

B. Technical Proposal Review Criteria

- i. Suitability of product offering to meet the needs of individual vending areas. Please include pictures of each machine listed in your proposal.
- ii. Pricing of product in machine.
- iii. Schedule for refill of machine.
- iv. Plan for maintenance/upkeep of machine (ability to respond within 48 hours to repair broken equipment).
- v. Profit returned to the County.

7. SPECIAL CONDITIONS

The RFP does not commit the County to procure or award an Agreement for the scope of work described herein.

All information submitted in response to the RFP shall become the property of the County, and as such, may be subject to public review as public records.

The County of Cowley is subject to the Kansas Open Records Act, K.S.A. 45-215 *et seq.* If the respondent believes that any part of its submission is not an open record, the respondent must clearly mark the page or pages of the submission as confidential along with the specific provision of K.S.A. 45-221(a) that respondent believes permits the County to keep that information confidential.

Respondents acknowledge and agree that the County will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit and travel expenses) or liabilities incurred by the respondent or any member thereof as a result of, or arising out of, responding to this RFP, negotiating changes to such response, or due to the County's acceptance or non-acceptance of the response.

The County shall provide the release, if any, of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of the County.

Neither the County nor any of its officers, agents, consultants or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All respondents are encouraged to independently verify the accuracy of

COWLEY COUNTY, KANSAS
REQUEST FOR PROPOSAL 14-002

any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

Any terms and conditions of the response to this RFP will remain in effect for 150 days after the date of submission.

The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the County to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the respondent. The copying, paraphrasing or other use of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause the County to reject the response.

The County has sole discretion and reserves the right to:

- Reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal Agreement with the Respondent.
- Reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP.
- Amend the RFP through written addenda.
- Negotiate with any, all or none of the respondents to the RFP.
- Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent.
- Waive any technicalities or irregularities in any response.

Standard Terms and Conditions

A. Definitions

Snacks shall be defined as any and all non-meal food items such as chips, popcorn, pastries, candy, cookies, and gum/mints. Respondent may only sell standard and nationally advertised products of first class standard grades and of good quality. At no time will vending machines have outdated snack/food items.

Equipment shall refer to equipment necessary to dispense Snacks at the Facilities. Equipment shall be in new or like-new condition and shall be kept in good repair and cosmetically acceptable.

Service shall refer to the repair and maintenance of the Equipment and the replacement of any necessary parts.

B. Maintenance

Respondent, at its cost, shall provide necessary functional Equipment at the Facilities. Upon discussion and mutual agreement, Respondent shall provide Service, at its cost and shall keep the Equipment in good repair and acceptable cosmetic condition. County

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shall supply electricity for the operation of the Equipment. Respondent's service personnel shall at all times observe all rules and regulations in effect at Facilities.

C. Equipment

Respondent shall provide all Equipment, materials, and labor necessary to install, maintain, and operate the vending machines and to provide the vending services outlined and proposed, without charge to the County.

Respondent and county shall mutually agree to a schedule for delivery and installation of Equipment.

All vending equipment placed by the Respondent shall have received the Energy Star designation. In the absence of the Energy Star designation, the Respondent may propose with supporting documentation, alternate energy conservation measures to minimize energy consumption and cost associate with vending services.

All vending equipment shall display the Respondent's name, local service phone number, process for refunds, and regular days of the week for restocking.

If the County requests additional vending in new areas during the course of the Agreement where the sale of Snacks take place, Respondent shall be responsible for furnishing Equipment to Service those areas.

D. Procedures

The extent and character of the services to be performed shall be subject to the general control and approval of the County Administrator or his authorized representative (s). The Respondent shall not comply with requests and/or orders issued by any other person. The County Administrator will designate his authorized representatives in writing. Both Cowley County and the Respondent must approve any changes to the contract in writing.

E. Contract Period

Award of this contract is anticipated in July, 2014. The initial term of the contract will be for a period of one year from August 1, 2014 to July 31, 2015. The contract shall automatically renew for successive periods of one year unless either the respondent or the county notifies the other party at least thirty (30) days prior to the end of the term or any extension thereof that it will not renew the contract for the following year.

F. Insurance

Respondent shall indemnify, hold harmless and defend the County, and their respective agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Respondent, its agents, servants or employees in its performance Services under this Agreement.

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Respondent shall not commence work under the Agreement until it has obtained all insurance required under this section. Documents of insurance shall be submitted to the County.

Respondent agrees to obtain insurance coverage in the manner and amounts as set forth in Attachment A during the life of the Agreement. No modification or change from these specifications shall be made without the County's approval.

All insurance policies, at the time of issuance, shall be rated no less than A-: VIII, in the most recent "Best" insurance guide and shall be licensed in the state of Kansas or as otherwise agreed by the parties, and shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved to the extent not otherwise required by the Agreement. If an insurer's rating falls below the minimum during the policy term, the Respondent will take reasonable steps to replace coverage with an insurer that meets the minimum rating.

The commercial general liability policy and automobile liability insurance policy shall include the County as additional insured's. The workers compensation policy shall contain a waiver of all rights of subrogation against County.

Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days' written notice of cancellation in the terms and provisions of the applicable policy.

If Respondent subcontracts any of the Services, Respondent shall either: Cover all subcontractors under its policies of insurance; Or Require each subcontractor not so covered to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein. Whichever option is chosen, Respondent shall indemnify and hold harmless the County as to any and all damages, claims or losses, including attorney's fees, arising out of negligence or other actionable fault of its subcontractors. Minimum liability insurance requirements can be found in Attachment A.

G. Hold Harmless Clause

The Respondent shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless Cowley County, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, product liability, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Respondent or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Respondent agrees that this clause shall include claims involving infringement of patent or copyright.

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H. Licenses and Permits

Respondent shall be responsible for obtaining and paying costs of all necessary permits and licenses required by laws, rules and/or regulations set forth by the City, County or the State of Kansas.

I. Health and Food Standards

Respondent shall meet all Health and Food Standard regulations set forth by the City, County or the State of Kansas.

J. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Respondent shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Respondent; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Respondent will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Respondent.

K. Termination for convenience

County may, with or without cause, terminate the Agreement, in whole or in part, at any time for the convenience of the County.

County shall notify the Respondent 30 days prior to the termination date if it decides to terminate the Agreement.

With prior notice to the County, Respondent shall have accompanied access to Facilities to take possession of Equipment.

L. Termination for default

County shall have the right to terminate the Agreement with the Respondent if the Respondent fails to perform or comply with any of the terms, covenants, agreements or conditions herein.

Respondent may terminate the Agreement prior to the expiration of the term in the event of a material breach on the part of the County.

With prior notice to the County, Respondent shall have accompanied access to Facilities to take possession of Equipment.

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M. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

N. Applicable Laws

The resulting contract from this RFP shall be governed in all respects by the laws of Kansas.

O. Drug/Crime Free Work Place

The Respondent acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on Cowley County property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on County property.

The Respondent further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by Cowley County in addition to any criminal penalties that may result from such conduct.

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ATTACHMENT A

The following are a summary of the minimum liability insurance requirements as of the Effective Date.

Commercial General Liability

Commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under the Agreement. The County is to be named an additional insured.

\$1,000,000 per occurrence
\$1,000,000 personal and advertising injury
\$2,000,000 general aggregate
\$2,000,000 products-completed operations aggregate

Automobile Liability

Commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles. The County is to be named an additional insured.

\$1,000,000 per accident (BI and PD combined single limit)
Statutory Minimum Limits - uninsured/underinsured motorist

Workers Compensation

Workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Kansas;

Workers Compensation: Statutory
Employer's Liability: \$100,000 each accident-bodily injury by accident
\$500,000 policy limit-bodily injury by disease
\$100,000 each employee-bodily injury by disease

REQUEST FOR PROPOSALS

FOR

Beverage & Snack Vending Machine Service

ISSUED BY:

**UNIVERSITY of ARKANSAS
COMMUNITY COLLEGE MORRILTON
1537 UNIVERSITY BLVD
MORRILTON, AR. 72110
(501) 977-2006**

ISSUE DATE: May 16, 2010

SEALED RFP – UACCM VENDING

PROPOSAL OPENING TIME: **2:00 p.m.**

Date: **Wednesday, June 1, 2011**

The Plaza – Small Dining Room

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

PROPOSED PRICE SCHEDULE

1. List in the space provided the single, firm fixed percentage of the GROSS REVENUES you are offering to pay UACCM as a **royalty %**

MONTHLY PERCENTAGE OFFERED _____%

2. List in the space provided the **guaranteed annual minimum royalty** amount which you agree to pay UACCM annually.

ENTER AMOUNT OF “GAMR” OFFERED \$ _____/YR.

NOTE: Offering a range of percentages/dollar amounts instead of a single, firm, fixed percentage/dollar amount for the above (1. & 2.), will result in your offer being REJECTED.

CONTRACT PERIOD & OPTION TO EXTEND

3. The University intends to enter into a contract agreement with the Successful Proposer for a two year period with the option to renew in one year increments, not to exceed a total of five years. The monthly royalty percentage and minimum annual dollar amount provided shall be paid as agreed during the contract period and includes all costs of labor, materials, equipment, and supplies as requested herein. All pricing and percentages must remain firm for the full two (2) year period (24 consecutive months) from the ratification of the contract document.

Do you understand and concur? _____ YES _____ NO

4. Enclose the following information with your bid response:
 - 4.1 A list of all snack/drink and items offered along with the vend price.

- 4.2 A list of the number and type of machine along with the utility requirements must be provided. Also note special features that proposed machines have, such as Sure Vend, advanced remote monitoring and energy savings devices
- 4.3 Fill out the attached reference listing and lost account information.
- 4.4 Your method on servicing the UACCM Campus, number of dedicated staff assigned to the campus, service call center, etc.

NOTE: RETURN 1 ORIGINAL AND 3 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED RFP/BID UACCM VENDING
Deliver to: Dr. Linda Birkner UACCM 1537 University Blvd Morrilton, AR 72110**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to UACCM, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

PRINT NAME

CITY, STATE ZIP CODE

TITLE

TELEPHONE NO. FAX NO.

DATE

E-MAIL ADDRESS

**EMPLOYER'S FEDERAL
I.D. NO. OR SOCIAL SECURITY
NUMBER**

REFERENCES

VENDING SERVICES FOR THE UA COMMUNITY COLLEGE MORRILTON

YOUR FIRM NAME: _____

1. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

2. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

3. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____

_____ Type: _____

COMMENTS: _____

LOST ACCOUNTS

PLEASE LIST ALL ACCOUNTS LOST OVER THE PAST 36 MONTHS.

YOUR FIRM NAME: _____

Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

REASON FOR LOST ACCOUNT: _____

Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

REASON FOR LOST ACCOUNT: _____

Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

REASON FOR LOST ACCOUNT: _____

NOTE: Please use additional sheets if necessary.

SPECIFICATIONS

VENDING SERVICES FOR THE UA COMMUNITY COLLEGE MORRILTON

1. **SCOPE OF THE PROJECT:** The University (hereinafter referred to as UACCM) is interested in contracting with a Vending Services Firm (hereinafter referred to as Contractor/Provider) to install and manage vending machines at various locations on the campus of the:

**University of Arkansas Community College Morrilton
1537 University Blvd
Morrilton, Arkansas 72110**

 - 1.1 *Prices shall be contained to a reasonable amount at or below suggested retail, and a wide variety of people will be using the machines.*

2. **PRE-PROPOSAL CONFERENCE:** Interested proposers are encouraged to attend a pre-proposal conference to be held on Wednesday, May 25, 2011 at 10:00 a.m. in the UA Community College Morrilton, Plaza (Small Dining Room).
 - 2.1 The purpose of this conference is to answer questions in regard to the proposal.
 - 2.2 The vending at our facilities may be viewed by interested proposers.
 - 2.3 Proposers are strongly encouraged to tour vending areas for all facilities and take note of the specific current vending selection.
 - 2.4 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed themselves of prior to offering their proposal.
 - 2.5 Questions regarding this request should be addressed to:

Dr. Linda Birkner, Vice Chancellor for Finance
1537 University Blvd
Morrilton, Arkansas 72110
Phone: (501) 977-2006 Fax: (501) 977-2134
 - 2.6 It is the intent of UACCM to have this contract in place as soon as possible, but no later than August 1, 2011.

3. **GENERAL INFORMATION:** The program shall include providing, installing, and maintaining the vending system at the locations specified in attachment A, and possible other locations.
 - 3.1 A list of the contents of each machine (including brand names), proposed prices for item sold, and package volume or weight, shall be provided with your offer.
 - 3.1.1 Other products, depending on sales volume, may be substituted during the contract term for item offered in your response;

however, prices shall remain the same as kindred items offered in your response.

3.1.2 If no similar products are noted in the RFP response, but are added to the machines later, the prices shall be mutually agreed upon by the contractor and UACCM.

3.1.3 Contractor shall consider input from UACCM staff when adding or deleting items from the machines.

3.2 The University will furnish at its own expense all electricity and water lines used for the operation of the vending machines.

3.2.1 Contractor's equipment must be suitable to operate with the existing physical plant layout, utility and outlet locations, etc.

3.2.2 UACCM will not be responsible for making any improvements or modifications to the existing areas in order to accommodate the proposer's equipment.

3.2.3 In offering utility hookups and space, UACCM is not assuming liability for the contractor's equipment and/or its contents.

3.2.3.1 The Successful Proposer is an independent contractor and not an employee of the University.

3.2.3.2 The Contractor shall be responsible for providing Worker's Compensation Insurance for any employees of their firm who perform work under this agreement and must provide vehicle insurance with a minimum of \$1,000,000 of liability coverage.

4. **SPECIFIC INFORMATION:** UACCM does not have any accurate records of the gross revenue; however from the records we do have it is estimated to be \$20,000 per year.

5. **SERVICE REQUIREMENTS:** The Contractor shall furnish all materials, supplies, and labor required in the operation of the agreement at their own expense.

5.1 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.

5.1.1 Successful proposer shall have an emergency number for contacting during hours other than 8-4:30 Monday thru Friday.

5.2 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at Contractor's expense within twenty-four (24) hours of notification.

5.2.1 The Contractor shall keep all machines and related equipment in working order at all times.

5.3 Machines shall be located within the specified locations at the direction of the Vice Chancellor for Finance.

5.3.1 UACCM reserves the right to have the university police do detailed background checks of the employees servicing the account.

- 5.3.2 Security considerations shall take priority in all areas of this account.
 - 5.3.2.1 UACCM reserves the right to refuse access to the Contractor's employees based on criminal history or security issues.
- 5.3.3 Contractor will schedule all re-stocking, repairs and maintenance of the equipment in advance with the Vice Chancellor for Finance.
 - 5.3.3.1 Adequate restocking is a great concern to the University to ensure that students and employees are given full opportunity to purchase vending products.
 - 5.3.3.2 Restocking is a major concern. Explain how you will handle this.
- 5.3.4 Proper cleaning and sanitizing of the machines is essential, particularly machines vending open liquids, such as coffee products.
 - 5.3.4.1 Contractor shall provide all vending services in strict compliance with all the ordinances of the City and the University and laws of the State of Arkansas, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.

6 **ROYALTY PAYMENT REQUIREMENTS:** The Contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to the University for substantiating royalty payments.

- 6.1 The Contractor shall pay royalties monthly on all completed transactions, based on GROSS REVENUES.
 - 6.1.1 GROSS REVENUES: Shall be defined as the total revenue earned from all sales of vending products, *without any allowance or deduction* for operational cost, taxes, equipment charges, or other fees, expenses, or payments to suppliers.
 - 6.1.2 Royalty payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
 - 6.1.3 A 10% per month late fee will be assessed by the University for payments not received by the 15th of the following month.
- 6.2 Contractor shall Guarantee an Annual Minimum Royalty (GAMR) dollar amount which shall be clearly stated in his/her submitted proposal.
 - 6.2.1 For the purpose of calculation the time period used shall include the twelve (12) consecutive months immediately following the date the contract is ratified by the University, and the amount of royalty paid shall be the sum of all monthly royalty amounts earned and due the University during this time period whether or not the Contractor has actually completed the payment to the University.

- 6.3 The royalty percentage and the Guaranteed Annual Minimum Royalty (GMAR) shall be firm and fixed for the duration of the contract period and any extensions thereof.
 - 6.3.1 The University shall not pay nor be liable for any costs.
- 6.4 Payments shall be delivered to:
 - The UA Community College Morrilton
 - Attn: Dr. Linda Birkner
 - 1537 University Blvd
 - Morrilton, Arkansas 72110
 - 6.4.1 Monthly payments must be accompanied by a statement, showing gross revenues at each location by type of sales. Please include a sample of your proposed statement with your bid proposal.
 - 6.4.2 The calculation of the royalty shall be documented on the statement which accompanies the payment.
 - 6.4.3 The University reserves the right to inspect the financial records of the Successful Contractor, at any time throughout the term of the agreement, for verification of compliance.
- 7 **AWARD CRITERIA:** The following criteria will be considered when evaluating and awarding this proposal request:
 - 7.1 Proposer's proven ability to provide similar vending service programs.
 - 7.2 Proposer's experience, service, restocking record and electronic monitoring.
 - 7.3 Proposer's availability and dependability of equipment.
 - 7.4 Motivation and communication.
 - 7.5 Cost of product and selections offered.
 - 7.6 Royalty Percentage Payments.
 - 7.7 Guaranteed Annual Minimum Royalty Offered.
- 8 **TRANSITION PLAN:**
 - 8.1 The successful contractor must ensure smooth transition and work closely to schedule replacement of existing equipment to new systems in order to limit downtime.
- 9 **ASSIGNMENT AND CANCELLATION:** This agreement shall not be assigned by the Successful Contractor without express written permission of the University.
 - 9.1 The University may terminate the contract for cause if the Contractor:
 - 9.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
 - 9.1.2 Fails to make payments to the University for royalties or is continuously late with royalty payments.
 - 9.1.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractor and subcontractors.
 - 9.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.

9.1.5 Otherwise commits a substantial breach of any provision of the contract agreement.

9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

9.2.1 Upon such termination, the Contractor shall pay the University the full royalty amount due as a result of all vending transactions properly completed using the equipment placed on University property, to the date of termination and not previously paid to the University.

10. **PROVIDE WITH YOUR RESPONSE:** Include with your response the following information:

10.1 Number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.

10.2 Any and all exceptions to the requirements, conditions, specifications, or other provisions of the RFP must be in writing and attached as an exhibit to your proposal response.

10.2.1 Detail your exceptions and clarifications on your firm's letterhead and clearly label as follows: "EXCEPTIONS & CLARIFICATIONS OF THE RFP REQUIREMENTS", attach a copy to each proposal response.

10.3 Bid Warranty: Each proposal must be accompanied by a Bid Warranty, in the form of a cashier's check, certified check, or bond payable to the University of Arkansas Community College Morrilton in the amount of \$5,000.00. Bid Warranty is to be forfeited to the University of Arkansas Community College Morrilton if the successful respondent fails to execute a contract within seven (14) calendar days after receiving a notification of Intent to Award a contract from the University. Bid Warranty shall be returned to the successful respondent and to unsuccessful respondents upon execution of a legal contract.

11. EVALUATION

11.1 Evaluation and Assessment of Proposal

An evaluation committee shall rank the interested firms based on their written proposals using the ranking system set forth below. Firms shall be evaluated on the following criteria. The rating scale shall be from 0 to 110 points. Weighting factors for the criteria are listed adjacent to the qualification. Award will be made based on total cumulative points.

Weighting Factor	Qualification	Standard
10	Proposer's proven ability	Does the proposal show the vendor's ability to provide similar vending service programs?
20	Experience, Service, Restocking record, and electronic monitoring	Are the company and company representatives experienced in vending operations? Does the company have a proven record of providing excellent service to its customers? Does vendor employ technology to monitor vending stock in machines (i.e. advanced remote monitoring)
10	Availability & Dependability	What is the timeframe that the proposer can provide machines and services as requested? Do the machines proposed offer sure vend feature?
15	Motivation & Communication	Is the firm interested in participating in the goals of the University and will the firm provide good customer service? Is a communication device used to monitor machine malfunction?

10	Cost and Product	Do the proposed costs compare favorably with other firms in the vending industry? Does the proposal offer a variety of products?
25	Royalty Payments	Percentage of fixed firm monthly revenue offered in addition to the GAMR.
20	GAMR	Guaranteed annual minimum royalty offered.

11.2 The awarding of the royalty and GAMR points will be conducted by a committee assigned by the Vice Chancellor for Finance. The awarding of royalty points will be determined by the following sample formula:

$(b/a) \times 25 = \text{points award}$
or $(c/a) \times 25$

a = highest revenue
b = second highest revenue
c= third highest revenue
25 total points

12. Standard Terms & Conditions

- 1. GENERAL:** Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.
- 2. ACCEPTANCE AND REJECTION:** The University of Arkansas Community College Morrilton reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UACCM to contract for the commodities/services listed herein.
- 3. BID SUBMISSION:** Bids must be submitted to the Business Office on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.
- 4. SIGNATURE:** Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.
- 5. NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason.
- 6. PRICES:** Bid pricing on the unit price to include FOB destination to UACCM. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.

7. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on any "term" contract.
8. **BRAND NAME REFERENCES:** Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.
9. **GUARANTY:** All items shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function for which it was intended. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.
10. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder's expense. Each sample should be marked with the bidder's name, address, bid number and item number.
11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
12. **AMENDMENTS:** The bid documents cannot be altered or amended after the bid opening except as permitted by regulation.
13. **TAXES AND TRADE DISCOUNTS:** Do not include state sales tax. However, other local county, city, or municipal sales or use tax should be included in the bid. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.
14. **AWARD:** Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UACCM Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. **NOTE: Firm Contract:** A written University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. **Term Contracts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a "term contract" is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.
15. **TERM OF CONTRACT:** The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.
16. **DELIVERY ON CONTRACTS:** The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UACCM Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor

cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.

17. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval of the UACCM Purchasing Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approvals for other delivery time(s) have been obtained for the UACCM. Packing memoranda shall be enclosed with each shipment.

18. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet the original specifications of the order will authorize the UACCM to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

19. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.

20. UNIVERSITY/STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

22. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

23. ASSIGNMENT: Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

24. LACK OF FUNDS: The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

25. DISCRIMINATION: In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employment practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

26. ETHICS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. Any violation of this ethics statement can result in the cancellation of any contract with the University.

27. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract, executed by the University of Arkansas Community College Morrilton which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

28. ANTITRUST: As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes

of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

29. ARKANSAS TECHNOLOGY ACCESS CLAUSE: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to UACCM that the technology provided to UACCM for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

30. CANCELLATION: Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

31. ALTERATION OF ORIGINAL IFB/RFP DOCUMENT: The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UACCM. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

32. SOVEREIGN IMMUNITY: Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Arkansas Community College Morrilton.

33. WORK FOR HIRE: All goods, products, software or other items (collectively the "deliverables") under this agreement shall be and remain the exclusive property of UACCM. All right, title and interest in such deliverables shall vest in, and be the property of, UACCM. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UACCM and produced under this agreement, UACCM is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UACCM's business. Company agrees to execute and deliver to UACCM any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

Attachment A – Detail List of Vending Locations

Business Technology Center – Top Floor Vending Room – Beverage & Candy Machine
Kirk Building – Union Station – Beverage & Candy Machine
Science Building – Outside Canopy – Beverage Machine
University Center – Second Floor (Both ends of building) – Beverage & Candy Machines
Library Complex – Under stairwell – Beverage & Candy Machine
CEC - St. Joseph Street Off Campus – Beverage & Candy Machine
LDI – Broadway Off Campus – Beverage Machine & Small Candy Machine
Technology II – Outside – Beverage Machine

Other locations may be proposed by successful bidder. The Vice Chancellor for Finance will be responsible for final selection of vending locations.

West's Tennessee Code Annotated

Title 71. Welfare

Chapter 4. Programs and Services for Persons with Disabilities

Part 5. Vocational Services to the Blind--Vending Stands (Refs & Annos)

T. C. A. § 71-4-501

§ 71-4-501. Legislative intent

Currentness

It is the intent of the general assembly to grant to blind individuals a priority in the establishment and operation of vending facilities on public property in this state. To that end, this part shall be liberally construed to give the blind individuals who are eligible for such priority the greatest possible opportunities to operate such vending facilities so that they may become self-supporting.

Credits

1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.

Notes of Decisions (3)

T. C. A. § 71-4-501, TN ST § 71-4-501

Current with laws from the 2015 First Regular Session of the 109th Tennessee General Assembly, eff. through March 17, 2015.

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West's Tennessee Code Annotated

Title 71. Welfare

Chapter 4. Programs and Services for Persons with Disabilities

Part 5. Vocational Services to the Blind--Vending Stands (Refs & Annos)

T. C. A. § 71-4-502

§ 71-4-502. Definitions

Effective: May 10, 2012

Currentness

As used in this part, unless the context otherwise requires:

(1) "Blind individual" means any person who meets the requirements for services through the business enterprise program for the blind under part 4 of this chapter and who has been trained and licensed by the department to operate a vending facility under the program's requirements;

(2) "Department" means the department of human services or its successor that has been designated under the Randolph-Sheppard Act, [20 U.S.C. §§ 107-107f](#), as the state licensing agency;

(3) "Priority" means the right of the department to establish on any public property a vending facility to be operated by a blind individual. This priority means that when the department has surveyed a public property and determined that such property is suitable for the location of a vending facility, it shall have the right of first refusal and the exclusive right to the operation of any and all vending facilities on any public property that it determines are capable of being operated by a blind individual that it licenses, or by an individual who may be operating the facility as a temporary manager until a licensed blind individual can assume the operation of the vending facility. Except as provided in subdivision (4) and [§§ 71-4-504--71-4-506](#), the priority shall apply to all existing, altered, or new buildings, facilities, or grounds. This priority shall be exercised exclusively by the department in its sole discretion on behalf of legally blind individuals who are qualified and licensed as vending facility managers by the department and who are deemed capable of providing the type of service required by the management of the public property;

(4) "Public property" means all property owned or leased by the state of Tennessee, any county, municipality, or any other entity that is created by act of the general assembly to perform any public function; provided, that primary and secondary schools, and entities created under title 42, and their operations, are specially excluded from this definition; and provided further, that institutions that are governed by the University of Tennessee system or the state university and community college system and their operations are also specifically excluded from this definition, except that the vending facilities presently in operation at such institutions on April 29, 1996, shall continue to operate at their present locations or, if necessary, at a location comparable in terms of potential patronage, with the priority established by this part. Moreover, the existing priority shall extend to any new structures on any of the campuses governed by the University of Tennessee or the state university and community college system and the priority shall also extend to the establishment of at least one (1) vending facility on any new campus that is developed either by the University of Tennessee system or the state university and community college system.

Nothing in this part shall limit the ability of an institution that is governed by the University of Tennessee or the state university and community college system to contract for food services (cafeterias, restaurants, food courts and catering services) in new buildings or on new campuses; provided, that a site suitable to the institution, after consultation with the department, is also made available for a blind vendor to manage and operate automated vending machines and/or a counter service as jointly agreed to by the institution and department in the new building or on the new campus; and

(5) “Vending facility” means a location or structure or space that may sell foods, beverages, confections, newspapers, periodicals, tobacco products, and other articles and services that are dispensed automatically by a machine or manually by sales personnel or attendants and that may be prepared on or off the premises in accordance with applicable health laws. A “vending facility” may consist, exclusively or in appropriate combination as determined by the department, of automatic vending machines, cafeterias, snack bars, catering services, food concession vehicles, cart services, shelters, counters, and any appropriate equipment necessary for the sale of articles or services described in this subdivision (5). A “vending facility” may encompass more than one (1) building on a public property.

Credits

1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994; 1996 Pub.Acts, c. 829, § 1, eff. April 29, 1996; 2012 Pub.Acts, c. 976, § 1, eff. May 10, 2012.

Notes of Decisions (6)

T. C. A. § 71-4-502, TN ST § 71-4-502

Current with laws from the 2015 First Regular Session of the 109th Tennessee General Assembly, eff. through March 17, 2015.

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[West's Tennessee Code Annotated](#)

[Title 71. Welfare](#)

[Chapter 4. Programs and Services for Persons with Disabilities](#)

[Part 5. Vocational Services to the Blind--Vending Stands \(Refs & Annos\)](#)

T. C. A. § 71-4-503

§ 71-4-503. Public property; vending facilities; departmental priority

Effective: July 9, 2012

[Currentness](#)

(a) Whenever any new buildings or other facilities are to be constructed by the state or on any other public property or when any existing contracts expire or are changed in any way, the department shall be notified and it shall promptly make an investigation and survey of the public property to determine if, in its judgment, the location is suitable for one (1) or more vending facilities. If, in the department's judgment, the location is suitable for a vending facility, the department may exercise its priority to establish such a vending facility.

(b) If the department exercises the priority under this part, it shall have the right to establish such a vending facility, and it shall provide the necessary alterations, plumbing and electrical services, the necessary equipment, merchandise, a licensed or temporary manager, and the appropriate supervision of the manager. The public property management shall cooperate with the department in whatever manner necessary in order for it to carry out this part. The space for the vending facilities and utilities shall be provided at no cost; provided, that the cost of telephone service shall not be the responsibility of the public property management. In cafeteria operations, the licensed or temporary manager may be required to pay a percentage of sales to the public property management in accordance with agreements negotiated between the department and the public property management.

Credits

[1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.](#)

[Notes of Decisions \(4\)](#)

T. C. A. § 71-4-503, TN ST § 71-4-503

Current with laws from the 2015 First Regular Session of the 109th Tennessee General Assembly, eff. through March 17, 2015.

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West's Tennessee Code Annotated

Title 71. Welfare

Chapter 4. Programs and Services for Persons with Disabilities

Part 5. Vocational Services to the Blind--Vending Stands (Refs & Annos)

T. C. A. § 71-4-504

§ 71-4-504. Public property; vending machines; departmental priority

Currentness

(a) If, after conducting a survey, the department determines that there is not sufficient population to support an on-site manager but the public property management desires vending machine services, the department shall have the right to place vending machines on the property and to make the necessary arrangements to ensure that vending machine services are provided and that the vending machines are properly maintained.

(b) The income generated from the vending machines placed under the provisions of this section shall accrue to the unassigned funds held by the department for its blind vendors.

Credits

1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.

Notes of Decisions (2)

T. C. A. § 71-4-504, TN ST § 71-4-504

Current with laws from the 2015 First Regular Session of the 109th Tennessee General Assembly, eff. through March 17, 2015.

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Title 71. Welfare

Chapter 4. Programs and Services for Persons with Disabilities

Part 5. Vocational Services to the Blind--Vending Stands (Refs & Annos)

T. C. A. § 71-4-505

§ 71-4-505. Cafeterias; priorities; limitations

Effective: July 9, 2012

Currentness

(a) The priority established by this part applies to cafeterias, as defined by the department, as limited by this section.

(b) If a new cafeteria is to be constructed on public property or any existing cafeteria contracts on public properties expire, or both, the department shall receive notification pursuant to § 71-4-503 and shall be afforded the opportunity to submit a proposal for the operation of the proposed cafeteria. If the department's proposal, when considered with all other proposals, is found to be competitive in terms of quality of service, pricing of merchandise, and the rate of commission or the rental to be paid, then a priority shall be granted to the department and the cafeteria operation shall be awarded to the department. The department's proposal will not be considered competitive if its proposed payment of annual commissions, rental fees, or a combination of annual commission and rental fees, is not within two percent (2%) of that submitted by an organization that would otherwise be awarded the cafeteria operation. Nothing in this section shall be construed to allow the property management to take any action regarding an existing facility to defeat an already existing priority.

(c) If the department's proposal is rejected and there is disagreement as to whether the department's proposal is competitive, the dispute shall be resolved in accordance with § 71-4-507.

Credits

1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.

T. C. A. § 71-4-505, TN ST § 71-4-505

Current with laws from the 2015 First Regular Session of the 109th Tennessee General Assembly, eff. through March 17, 2015.

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[West's Tennessee Code Annotated](#)

[Title 71. Welfare](#)

[Chapter 4. Programs and Services for Persons with Disabilities](#)

[Part 5. Vocational Services to the Blind--Vending Stands \(Refs & Annos\)](#)

T. C. A. § 71-4-506

§ 71-4-506. Cooperative agreements

Effective: July 9, 2012

[Currentness](#)

Nothing in this part shall supersede any cooperative agreements that are in effect between the department and public property management on July 1, 1994, regarding the current operation of vending facilities on public properties, nor shall anything in this part preclude the department from entering into future agreements that may be less restrictive than this part, if, in the department's judgment, such agreements are in the best interest of the program.

Credits

[1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.](#)

T. C. A. § 71-4-506, TN ST § 71-4-506

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[Part 5. Vocational Services to the Blind--Vending Stands \(Refs & Annos\)](#)

T. C. A. § 71-4-507

§ 71-4-507. Disputes; complaints

Effective: July 9, 2012

[Currentness](#)

(a) Except as stated in subsection (b), if a dispute arises between the management of public property and the department concerning any matter contained in this part, then either party may file a complaint setting forth the dispute with the secretary of state. Within ten (10) days of the filing of the complaint, the secretary of state shall appoint an administrative law judge from the administrative procedures division of the secretary of state's office who shall set an administrative hearing to be held under the Uniform Administrative Procedure Act, compiled in title 4, chapter 5, part 3, within thirty (30) days of the appointment, unless for good cause shown a later time is deemed necessary. Notwithstanding other provisions of the law to the contrary, the secretary of state or the secretary of state's designee has the authority to render a final order following entry of an initial order by the administrative law judge. Such order shall be appealable as provided by [§ 4-5-322](#).

(b) The secretary of state shall be without jurisdiction to hear any complaint concerning the qualifications or status of a licensed or temporary manager who is operating under a license or agreement of the department, and shall be without jurisdiction to hear or establish any damage award for or against any person, any officer or employee of the state, or any public property's governing body or its officers or employees.

(c) The case may be heard and decided entirely upon stipulations and briefs of all parties without the presentation of oral or other written evidence, it being the intent of the general assembly to allow for an early resolution to the disputes arising under this part.

Credits

[1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.](#)

T. C. A. § 71-4-507, TN ST § 71-4-507

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Title 71. Welfare

Chapter 4. Programs and Services for Persons with Disabilities

Part 5. Vocational Services to the Blind--Vending Stands (Refs & Annos)

T. C. A. § 71-4-508

§ 71-4-508. Administrative review; evidentiary hearings

Currentness

(a) The department has exclusive jurisdiction to provide an opportunity for an administrative review or evidentiary hearing to a blind individual under this part who is dissatisfied with any action arising from the operation or administration of the vending facility program.

(b) The aggrieved blind individual licensed by the department shall submit a written request to the director of services for the blind for an administrative review or a full evidentiary hearing pursuant to the rules and regulations promulgated by the department, which shall be provided by the department to the blind individual. If the blind individual is dissatisfied with any action taken or decision rendered as a result of such hearing, that individual may file a complaint with the United States secretary of education for an arbitration hearing as provided by federal law and regulations.

(c) Nothing in this part shall be construed as a waiver of the state's sovereign immunity under the Eleventh Amendment of the Constitution of the United States or under the Constitution of Tennessee.

Credits

1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.

T. C. A. § 71-4-508, TN ST § 71-4-508

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Title 71. Welfare

Chapter 4. Programs and Services for Persons with Disabilities

Part 5. Vocational Services to the Blind--Vending Stands (Refs & Annos)

T. C. A. § 71-4-509

§ 71-4-509. Vending facilities; proceeds; disposition

Currentness

(a) After considering the recommendation from the committee of blind vendors, the department shall set aside or cause to be set aside a percentage of the net proceeds of the vending facilities in a reasonable amount not to exceed fifteen percent (15%) of their net income and pursuant to a schedule approved by the United States secretary of education. Such funds shall be expended on behalf of blind vendors only for purposes specified by regulations promulgated in accordance with the Randolph-Sheppard Act, [20 U.S.C. §§ 107-107f](#).

(b) All funds set aside pursuant to subsection (a) and funds in the account for unassigned funds established for the blind vendors program, and all other revenue, except funds appropriated by the state or matching federal funds, shall be invested by the state treasurer pursuant to [§ 9-4-603](#), for the benefit of those funds.

Credits

[1994 Pub.Acts, c. 723, § 2, eff. July 1, 1994.](#)

T. C. A. § 71-4-509, TN ST § 71-4-509

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