

CITY OF DUBLIN

VENDING MACHINE SERVICES

REQUEST FOR PROPOSAL

Date: January 8, 2018

FINANCE DEPARTMENT
5200 Emerald Parkway
Dublin, OH 43017

DEADLINE: February 2, 2018 not later than NOON

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Attachments and Exhibits:

- Terms and Conditions—Insurance Requirements
- Attachment A - Location of Vending Machines
- Exhibit A – Statement of Experience
- Exhibit B – Reference Form
- Exhibit C – Documentation of Sales and Commissions Paid
- Exhibit D – Products List
- Exhibit E – Equipment List

General Information

1. Calendar of Events

RFP Release Date	January 8, 2018
Last Day for Questions	January 26, 2018 no later than 3:00 p.m.
Proposal Due Date	February 2, 2018 @ Noon
Award Date	TBD

2. Proposal Submittal

- Response to this Request for Proposal may be submitted by mail or email.
- Late submittals will not be accepted—no exception.
- Fax submittals will not be accepted—no exception.

1. OVERVIEW

1.1 Statement of Purpose

The purpose of this Request for Proposal is to establish an agreement through competitive negotiation the right to advertise and sell cold beverages throughout the City's buildings and parks. The agreement will create revenue streams for the City of Dublin.

1.2 Term

The initial term of any agreement as a result of this Request for Proposal (hereinafter referred to as "RFP") will be from the effective date the contract is awarded (anticipated to be on or around March 1, 2018) through December 31, 2020 with the option of two (2) one (1) year extensions. Should the agreement expire, service shall continue on a month-to-month basis until a new agreement has been executed or either party terminates upon sixty (60) days written advance notice.

1.3 Inquiries

All inquiries or vendors who wish to inspect the locations may contact either Tracey Gee, Director of Recreation Services, or Jay Anderson, Director of Parks Operations. Please see Attachment A for detailed contact information.

2. INSTRUCTIONS TO RESPONDENTS

2.1 Format of Proposal

Respondents shall submit proposals 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 the respondent will provide the services described in Section 3.0 under Scope of Services.
- 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 Commissions Paid
- Exhibit D—Product List
- Exhibit E—Equipment List

Any exceptions to the specifications or any other special considerations of conditions requested or required by the Respondent shall be enumerated by the Respondent and be submitted as part of the Proposal. Respondents shall be required and expected to meet all specifications addressed in the RFP, unless any exceptions are duly noted in writing before the deadline date.

2.2 License and Permits

Respondents shall possess all licenses, registrations and permits required by the State of Ohio and Franklin County. Such licenses and permits are to be submitted to the City with the proposal or prior to the execution of the agreement.

2.3 Reservations

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

- To accept or reject any or all proposals or parts thereof, to waive any technicalities or irregularities;
- The omission of any standard feature description shall not alleviate the vendor from the responsibility of furnishing complete services.
- To terminate this RFP and issue a new RFP 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;
- Utilize the services of a competitor for City sponsored events throughout the year
- Negotiate any and all final terms of the proposal;

- Disqualify any Respondent on the basis of any real or perceived conflict of interest or other data available to the City. Such disqualification is at the sole discretion of the City;
- Reject the proposal of any Respondent that is in breach or in default under any other agreement with the City;
- Reject any Respondent deemed by the City to be non-responsive, unreliable, unqualified or non-responsible;
- Postpone or cancel the award of execution of the agreement for any reason prior to execution of the agreement.

2.4 Customer References

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

2.5 Taxes

The successful respondent (hereinafter referred to as “Contractor”) is responsible for all federal, state and local taxes and charges related to the performance of this agreement. The City is exempt from local, state and federal taxes.

2.6 Product Pricing

Respondents will provide retail price lists with their proposals for the products that are proposed to be sold in the vending machines.

2.7 Commission

Respondents will provide a proposed commission percentage to the City based on net sales.

2.8 Refund

Respondents shall provide a written refund policy including a timeline and process 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.

2.9 Policy on Stocking and Restocking Vending Machines

Respondents shall describe or provide a copy of their policies and procedures for stocking and restocking vending machines.

2.10 Sales Report

Contractor 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 the attention of Angel Mumma, Director of Finance, 5200 Emerald Parkway, Dublin, Ohio 43017.

2.11 Performance

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

2.12 Maintenance

The Contractor shall maintain all vending machines in good working order when installed and thereafter to completion of the agreement. A preventative maintenance program by the Contractor should also be in place and a copy of it included in the returned proposal. A copy of each machine inspection and maintenance activity must be maintained by the Contractor.

The City shall have no liability to Contractor for any 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 City for any loss or damage to the vending machines.

3.0 SCOPE OF SERVICES

The Contractor shall furnish, install, maintain, supply and remove, as needed, various vending machines in the designated locations of the City for the term of the agreement.

3.1 Equipment

- a. Vendor will provide no less than 7 vending machines. Vendor will provide additional vending machines upon City's request.
- b. Contractor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to the City.
- c. Machines will be the property of the Vendor.
- d. Machines shall be installed, stocked, and ready for operation no later than April 2, 2018.
- e. Machines shall be new or the latest models available.
- f. Vendor shall be responsible for repairs due to vandalism at no cost to the City.
- g. Machines shall be maintained and in proper working order at all times.
- h. Replacement of non-functional machines must be addressed within two (2) weeks of notification.
- i. Upon expiration or termination of the agreement, the Vendor must remove all machines within ten (10) business days of notification.

3.2 Products

- a. Vending machines to provide the following cold beverages:
 - Soft drinks
 - Sports drinks
 - Energy drinks
 - Juices
 - Water
- b. All products to be 16 or 20 ounce non-glass bottles, with the exception of the North and South Pools. These locations would require full fountain services and all associated equipment.
- c. The City reserves the right to select which beverages should be made available in each vending machine.

3.3 Service

- a. Vendor shall respond to service calls within 48 hours and be on-site to make sure 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. The City reserves the right to terminate the agreement 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 within two (2) weeks or repaired within three (3) business days.
- b. Restocking, collection of monies and preventative maintenance on all machines shall be done during normal operating hours of the location in which the machine resides, unless other arrangements are approved by the Director of Recreation Services.

3.4 Placement of Vending Machines

- a. The Director of Recreation Services or designee will authorize the placement of vending machines in strategic locations throughout the City where traffic patterns or other circumstances warrant their placement.
- b. Contractor may recommend new machines in new locations. The Director of Recreation Services or designee must review and approve locations of new machines prior to installation.
- c. The vending machine shall not in any way obstruct or otherwise interfere with the emergency exits or access areas.
- d. Vending machines must be securely fastened to the wall, floor or other structure, or otherwise secure 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.
- e. Failure to comply with these provisions may result in removal or disablement of the vending machine at the 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 City building may be performed without prior approval from the Director of Recreation Services or designee.
- b. Electrical
 - All vending machines utilizing electrical power shall be grounded with an approved three-wire cord and plug.
 - 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 operator is responsible for installation of electrical circuits where there are no existing circuits available or if existing circuits are inadequate.
- c. 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 the 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 staff is present.

3.6 Beverage Operations

- a. The areas surrounding all machines will be kept clean and proper waste receptacles shall be provided in the immediate area.
- b. Vending machines should be well stocked with no more than 10% of the shelves being empty of a produce for more than five (5) days.

3.7 Product List

Respondents shall submit their proposed beverage product list with the proposal. See Exhibit D.

3.8 Locations

Contractor shall place vending machines only in locations designated by the City. An initial list of these locations is supplied herewith. However, the City 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 CONTRACTOR’S RIGHTS AND PRIVILEGES

- a. Contractor will have the right to advertise products as a cold beverage provider of the City of Dublin.
- b. All advertisements must be approved in advance by the City Manager or designee.
- c. The City will use its best efforts to stop advertising or promotion of competitive cold beverage product advertising or promotion at the City locations set forth in Attachment “A” excluding the Dublin Community Recreation Center.

5.0 ADDITIONAL CRITERIA

For the rights and privileges set forth in Section 4.0, Respondent will include with its RFP response (see Exhibit C):

- A proposal of the number of gratuitous cases of product the Respondent will provide each year;
- Any other form(s) of proposed compensation the Respondent may desire to include for the rights and privileges set forth in Section 4.0.

6.0 QUALIFICATIONS

- a. Respondents shall have a minimum of five years’ experience in the provision of vending machine services.
- b. Respondents shall have adequate insurance coverage, as defined in the attached terms and conditions.
- c. Respondents must have 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 agreement for the agreement period.

7.0 EVALUATION AND SELECTION PROCESS

7.1 Selection Criteria

If an award is made, it will be made to the responsive proposal by a responsible Respondent(s) that offers the City 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 and pricing.
- Approaching to restocking and refunding.
- Customer reference.
- Commission returned to the City.

7.2 Award Agreement

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

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

7.3 Proposals are Public Records

All proposals are governed by Ohio Revised Code 149.43, Ohio Public Records Laws.

8.0 INVOICING AND BILLING

8.1 Payment Terms

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

City of Dublin
ATTN: Angel Mumma, Finance Director
5200 Emerald Parkway
Dublin, Ohio 43017

8.2 Commission

The City shall be compensated an agreed upon commission rate against total net sales. See Exhibit C attached.

8.3 Audits

The City 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, 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, City shall require supplementary information as needed to perform and conclude an audit. Contractor must keep and maintain records for a period of three (3) years.

TERMS AND CONDITIONS—INSURANCE REQUIREMENTS

The following summarizes the minimum liability insurance requirements for the City of Dublin:

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 City is to be named as an additional insured. Contractor's required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City. Prior to commencing work, Certificates of Insurance shall be submitted to the City.

\$1,000,000.00	per occurrence
\$1,000,000.00	personal and advertising injury
\$2,000,000.00	general aggregate
\$2,000,000.00	products-completed operations aggregate

Automobile Liability

Commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles. The City is to be named for an additional insured. Contractor's required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City. Prior to commencing work, Certificates of Insurance shall be submitted to the City.

\$1,000,000.00	per occurrence
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Workers Compensation

Workers compensation and employer's liability as well shall be required by and in conformance with the laws of the State of Ohio. Before beginning work, the Contractor shall furnish to the City satisfactory proof that he/she has, for the period covered under the agreement, full Workers' compensation coverage for all persons whom he/she may employ directly, or through subcontractors, in carry out the work contemplated under the Contract and shall hold the City free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors.

Attachment – A
LOCATION OF VENDING MACHINES

#	Location	Location Address	Staff Contact	Hours of Operation
1-2	Dublin Community Rec Center (2 machines)	5600 Post Rd	Tracey Gee tgee@dublin.oh.us 614-410 – 4561	Mon-Fri: 5:30am-9:30pm Sat-Sun: 8am-8pm
3*	North Pool (Memorial Day-Labor Day only)	5660 Dublinshire Dr	Tracey Gee tgee@dublin.oh.us 614-410 – 4561	Daily: 10am-8pm
4*	South Pool (Memorial Day-Labor Day only)	6363 Woerner Temple Rd	Tracey Gee tgee@dublin.oh.us 614-410 – 4561	Daily: 10am-8pm
5-6	Darree Fields (2 machines)	6285 Cosgray Rd	Jay Anderson janderson@dublin.oh.us 614-410-4723	Daily: 8am-10pm
7	Coffman Park	5200 Emerald Parkway	Jay Anderson janderson@dublin.oh.us 614-410-4723	Open 24 hrs
8-10	Propose 3 additional test locations (Skate Park, Emerald Fields, and Kaltenbach).	Various	Jay Anderson janderson@dublin.oh.us 614-410-4723	Various
	<i>*North and South pools would require full fountain service and all associated equipment.</i>			

EXHIBIT A

STATEMENT OF EXPERIENCE

Section A

Business Name: _____

Address: _____ Phone #: _____

City: _____ State: _____ ZIP: _____

Federal Tax ID# _____ Business License #: _____

Business Status:

_____ Non Profit Corporation

_____ Corporation State of Incorporation: _____

_____ Limited Liability Company

_____ Partnership: ___ Sole ___ Limited ___ General

Other: _____

Name and title of an Officer, Member or Owner authorized to sign this proposal and any contract with the City that may result.

Name: _____ Title: _____

Section B

Number of years in business under present business name: _____

Other Business Names: _____

Number of years under prior name, if ay: _____

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	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

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

License No.	Type	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signing this Statement of Experience, you are certifying that all the information provided on this form and contained within your proposal are true, and you acknowledge that if the proposal contains any false statements, the City may declare any contract or agreement made as a result of the proposal to be void. You further agree to provide additional information as required by the City to make an informed determination of qualification.

Signature: _____

Date: _____

Authorized Name: _____

Title: _____

EXHIBIT B
REFERENCE FORM

Company Name:	Contact Person:
Address:	Telephone No.
City, State, Zip:	Email Address:
Services Provided/Date of Service:	

Company Name:	Contact Person:
Address:	Telephone No.
City, State, Zip:	Email Address:
Services Provided/Date of Service:	

Company Name:	Contact Person:
Address:	Telephone No.
City, State, Zip:	Email Address:
Services Provided/Date of Service:	

EXHIBIT C

**DOCUMENTATION OF SALES AND COMMISSIONS PAID
ADDITIONAL CRITERIA**

Company Name

The percentage of commission will be _____ % of total net sales payable to the City of Dublin.

Vendor will provide ____ number of gratuitous cases of product to the City of Dublin each year.

Other form(s) of proposed compensation the Respondent may desire to include for the rights and privileges set forth in Section 4.0:

PROPOSED DOCUMENTATION OF SALES

Describe your method of documenting sales of vending products for the purpose of payment of commission to the City of Dublin. Attach additional sheets as required.

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

I understand any misstatements/omissions of material fact may cause forfeiture of my rights to contract with the City of Dublin.

Name

Title

Exhibit D

PRODUCTS LIST

Company Name _____

Please list initial products for machines. Product list may change in accordance with consumer demand.

Container/Beverage	Size	# of Slots	Vend Price
TOTAL SLOTS			

Authorized Name: _____ Date: _____

Signature: _____ Title: _____

Exhibit E

EQUIPMENT LIST

Company Name

#	Model Name/No.	Make	Qty.	# Selections	Total # Items	Type of Monetary Acceptance (Bills, Coins, Credit Cards)	Type of Energy Sensor if Applicable
1							
2							
3							
4							
5							

#	Model Name/No.	Make	Qty.	# Selections	Total # Items	Type of Monetary Acceptance (Bills, Coins, Credit Cards)	Type of Energy Sensor if Applicable
6							
7							
8							
9							
10							

Authorized Name: _____

Date: _____

Signature: _____

Title: _____