

RFP 23-1878 Snack and Drink Vending

Issued: May 3, 2023

Due on or Before: May 24, 2023, 9:00 AM (CT)

Proposals will not be publicly opened



GADSDEN STATE COMMUNITY COLLEGE *Purchasing Department*

P. O. Box 227 • Gadsden, Alabama 35902-0227 • www.gadsdenstate.edu

Purpose

Gadsden State Community College (College) is soliciting proposals from qualified firms to provide healthy and affordable snack/food and beverage vending machines and products to serve the College's students, faculty, staff, and visitors.

Background

Gadsden State is a comprehensive community college offering an array of associate degree and certificate programs. Students may enroll in classes at any of the College's five locations in Northeast Alabama. For more information about the College visit www.gadsdenstate.edu.

Scope of Work and Performance

The offerer must create a comprehensive, integrated snack and beverage vending program that will increase customer satisfaction by providing quality products and state-of-the-art equipment while achieving growth and profitability in vending sales throughout all campuses.

Campus Locations:

Ayers – 1801 Coleman Road, Oxford AL
Cherokee – 601 Cedar Bluff Road, Centre AL
East Broad – 1001 E Broad Street, Gadsden AL
Valley Street – 700 Valley Street, Gadsden AL
Wallace Drive – 1001 Wallace Drive, Gadsden AL

Additional locations may be added or deleted as property is acquired or sold.

Commission must be quoted as drinks and snacks separately and as a percentage of all gross sales. For reference only, the approximate gross revenue sales for four (4) years for the vending operation is described below. The College does not guarantee, express or imply, that future sales will be similar.

Year	Gross Revenue Sales
2019	\$ 50,043
2020	\$ 47,723
2021	\$ 37,621
2022	\$ 41,535

Campus access was restricted due to COVID-19 protocols during 2020 and 2021.

Following is the current snack and drink vending machine inventory. The vending machine inventory offered may be re-evaluated periodically during each contract period. Any changes in vending machine inventory must be mutually agreed upon by the College and offerer. Machines that are no longer required, must be promptly removed by the offerer at the offerer's expense and the approved changes to vending machine inventory must be provided to the Business Analyst within two (2) days of the change.

Ayers Campus			Cherokee Campus		
Building	Drink	Snack	Building	Drink	Snack
Cheaha	1	1	Academic	1	1
Student Center	1	1			
Total	2	2	Total	1	1
East Broad Campus			Valley Street Campus		
Building	Drink	Snack	Building	Drink	Snack
Automotive	1	1	Prater	1	1
Cosmetology	1	1	Total	1	1
Electrical	1	0			
Joe Ford	1	1	Wallace Drive Campus		
Ralls	1	0	Building	Drink	Snack
One Stop	1	0	Allen	1	1
Science	1	1	Helderman	1	1
Skills Training	1	1	Naylor	1	1
Total	8	5	Wallace Hall	1	1
			Total	4	4

Overall Total All Campuses - Drink: 16 Snack: 13

The offerer must install, at its expense, the vending machines set forth on Schedule B. Vending machines, if not brand new, must not be more than four (4) years old and must be fully reconditioned, and be equipped with all necessary safety devices, card readers, and coin operated.

The offerer must provide a variety of refrigerated water, soft drinks, chips, cookies, candy, crackers, granola bars, trail mixes, nuts, and fruit snacks.

The College is committed to improving access to healthier foods. The offerer must offer healthy option choices. Furthermore, the offerer must stock fresh first quality merchandise.

Any contract resulting from this RFP may be terminated if old, stale, or out-of-date merchandise is stocked in vending machines.

The offerer must provide Coca-Cola or Pepsi products in all drink vending machines.

Concessions are beyond the scope of this RFP.

The offerer will be responsible for vending and snack machine card reader connectivity.

The offerer will bear the full responsibility for all risk to loss to their equipment, and money or product loss resulting from vandalism or theft, and shall not penalize the College for any losses incurred. The College will take normal and reasonable care to prevent damage to offerer's equipment. Any damage or loss shall be immediately reported to the College's Chief of Police.

The offerer must provide refunds to persons not receiving the merchandise for money deposited and expired items in vending machines. The offerer must provide and maintain a \$50.00 minimum of refund petty cash to be deposited at each of the College's Business Office locations.

The offerer must, at its own expense, maintain vending machines in good working order and must promptly make repairs. The offerer must promptly replace vending machines that are excessively problematic. Once vending machine repairs are completed, a confirmation call or email must be made to the College's Business Services Analyst.

The offerer must designate an account representative. The College reserves the right to request the offerer to assign a new account representative if the scope of work is not met.

The offerer must provide monthly to the College's Business Service Analyst, sales and commission reports containing the following information:

- Campus Name
- Building, Floor / Location, Vending Machine number
- Vending Machine Type
- Units Sold (counter reading beginning and ending)
- Revenue per Vending Machine
- Gross Sales per Vending Machine
- Commissions Paid by Month and Year-to-Date
- Vending Machine Service Logs

The College reserves the right to request an on-demand audit of sales and other vending data.

Sales commission payments must be made on or before the 10th day of each month. Payments not received on or before the 10th will be subject to a penalty of 1.5% calculated on the previous month's sales. The College reserves the right to cancel the contract for nonpayment by the 10th of each month.

The offerer's snack and drink vending machine inventory information (Schedule B) will be incorporated as a part of the RFP.

Any introduction of new products or substitutions of products and increases in any vending price must be approved by the Dean of Financial and Administrative Services in advance of product or price changes.

All perishable products must be clearly marked with the expiration date visible prior to purchase of products.

Upon termination of the contract, the offerer agrees to an orderly and timely transition of equipment that does not interfere with services to the College.

Requests for Clarification

Offerers desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to purchasing@gadsdenstate.edu, at least seven (7) calendar days prior to bid opening. Answers to such requests will be given to all recorded offerers.

Proposal Submission

An original hard copy of the proposal plus one in USB format of the proposal must be mailed or hand-delivered in a sealed envelope, marked with the RFP name and number listed on the outside envelope to the address provided herein. Proposals submitted after the due date and time will not be considered.

Include in your proposal:

1. A brief description of your company or any parent company
2. A list of at least three (3) current accounts, names, and locations of similar scope and size to the College
3. Locations of office(s) that would services this account
4. Proposal Form
5. Schedules A – E
6. RFP Certification
7. Certificate of Insurance

Evaluation

Responses will be evaluated based on the merits of the proposal using the below considerations. The below considerations are listed by ranking.

- 1) Commission
- 2) Donations
- 3) Providing/replacing/upgrading/maintaining/repairing scoreboards at the different athletic locations of the College. Following are the approximate number of existing scoreboards:

<u>Facility Name</u>	<u>Number of Scoreboards</u>
Beck Field House Gymnasium	2
Softball Complex (when needed)	1
Baseball Complex (when needed)	1
Cherokee Center Arena (4-sided center hung)	1

Any scoreboard removed or replaced by the offerer must be of equal size, quality, and value to the current scoreboard(s).

- 4) Vending Offerings & Retail Price
- 5) Servicing Schedule
- 6) Vending Machine Inventory

Intent to Award

The College will issue an “Intent to Award” before a final award is made. The “Intent to Award” will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code, Chapter 355-4-6-.01. All protest communications filed via email must be sent to:

purchasing@gadsdenstate.edu.

Contract Period

The College intends to award a contract to a sole offerer and establish a 36 months contract with the option to extend for a fourth, and fifth 12-month period. Any extensions must have written approval by both parties. Commission and donation adjustments may be considered during any contract period or extension.

Delivery

Proposals delivered by the **U. S. Postal Service** must be addressed to:

Gadsden State Community College

ATTN: Purchasing Department

P. O. Box 227

Gadsden AL 35902-0227

Proposals delivered by **special courier service** (FedEx, UPS) must be addressed to:
Gadsden State Community College
ATTN: Purchasing
1001 George Wallace Drive
Gadsden AL 35903

Proposals may be **hand-delivered** to:
Gadsden State Community College
1001 Korner Street
Joe Ford Center, Suite 113
Gadsden AL 35903

Proposals delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the RFP number indicated on the envelope.

Form of Proposal

All proposals must be sealed when received. Electronic proposals will not be considered.

Alternate Bid Responses

The College will not accept and evaluate alternate bid submittals to the RFP.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4(A)(11), the College is exempt from paying sales tax. Prices are not to include sales tax. An exemption letter will be furnished upon request.

Inspection

It is the responsibility of the offerer to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment.

Acceptance

The responsibility of determining the acceptability of any products offered rests solely with the College.

Pre-Bid Conference

A pre-bid conference may be conducted to explain the procurement requirements. If a pre-bid conference is to be held, the College will notify offerers via email of the pre-conference, date, time, and location.

Amendments to RFP

The receipt of all amendments must be acknowledged by offerers.

Discussions

Discussions may be conducted with offerers who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, prior to the date and time by which best and final offers must be submitted.

Late Proposals, Late Withdrawals, and Late Modifications

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

Responsibility and Responsiveness

Proposals will only be considered by an offerer who has submitted a proposal which confirms in all material aspects to the RFP.

Offerer Responsibilities

The offerer will assume all liability for employees while working on College campuses.

The offerer will assume all liability for any injuries suffered by any person in connection with the offerer's equipment and vehicles.

The offerer will be responsible for the maintenance of the area surrounding vending machines.

Removal of all containers (boxes, cartons, etc.) is the responsibility of the offerer.

The offerer will be responsible for the repair or replacement cost of any damage to College property caused by the use, misuse, or negligence of the offerer's employees.

The offerer must report to the Chief of Police, in writing, within 72 hours the occurrence of damage to College property. Failure to report the damage within the specified time may be cause for termination of this contract.

The College will furnish all utilities to the offerer at existing outlets. Any modifications or additions to existing outlets for the offerer's convenience will be at the offerer's expense. Prior approval for any alterations must be obtained from the Dean of Administrative and Financial Services. The College will arrange the changes and the cost will be charged to the offerer.

All Contractor's employees working on this contract shall be bonded, or the Contractor accepts all responsibility.

The offerer shall inform its employees of the following:

No guns, knives or other weapons are allowed on College campuses.

No illegal drugs, or other prohibited substances, including alcohol, are allowed on GSCC campuses.

The offerer agrees to indemnify, defend, save the College, the Alabama Community College System and its Board of Trustees (hereinafter Releasees), harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all person whatsoever, in any manner, caused or contributed to by the offerer, its agents, servants, or employees, while in, or about College premises on which the work under this RFP is to be done, or while going to or departing from same, and to save the Releasees harmless from and on account of damages of any kind which the Releasees may suffer as the result of the acts of any of the offerer's agents, servants or employees in or about the performance of any contract between the offerer and the College.

The offerer shall indemnify, defend, and hold the Releasees harmless for any liability incurred by the Releasees because of the non-payment, for any reason, of any debt or obligation for which the offerer has

agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

The offerer will not hold the Releasees liable for losses due to theft or vandalism of equipment. The offerer shall be insured against the possibility of this event. The College will not absorb losses due to theft or vandalism of equipment or loss of product.

The offerer will be completely responsible for supervising and directing the work under this RFP.

The offerer agrees that it is fully responsible for the acts and omissions of persons employed by the offerer.

Offerer will be responsible for labor, equipment and supplies to provide services described herein.

Any defective work or materials, non-conformance to RFP requirements, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful offerer at no additional charge.

College Rights

The College reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the bidding in the best interest of the College.

The College may cancel any contract resulting from an award of this RFP at any time with 15 days' written notice of termination.

Insurance

The offerer shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from offerer's operations under the scope of work, whether such operations be by offerer or anyone directly or indirectly employed by offerer or for whose acts offerer may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The Releasees shall be named as an additional insured on all policies. Offerer shall provide with its offer a copy of its Certificate of Insurance.

Licenses and Permits

The offerer must obtain and maintain at its expense, any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in conjunction with the performance of the scope of work. The College may request valid copies of necessary licenses and permits.

State of Alabama Disclosure Statement

Section 41-16-82 of the Code of Alabama 1975 requires the Vendor Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Beason-Hammon Alabama Taxpayer and Citizen Protection Act

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not

violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.” Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of the supplier’s bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>.

Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the offerer is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Debarment and Suspension

Per e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this proposal, the offerer is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

- a. The vendor certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b. That the vendor has not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The vendor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local); and
- d. The vendor has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Federal Contracting Provisions

By submitting this proposal, the offerer agrees to comply with all the provisions required for federal contracting and agrees to provide the College with appropriate documentation. These provisions, include, but are not limited to, the Davis-Bacon Act, Copeland “Anti-Kickback” Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the bidder acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided under 41 CFR 61-1.4(b).

Additional Terms and Conditions

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Contracting party understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement.

Proposal Form
RFP 23-1878 Snack and Drink Vending

Company Name/Offerer: _____

List below or attach a listing of all products offered and vending prices. Attach additional sheets of this form if needed.

Item	Vending Price Per Item
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Will perishable items be offered for snack machines? Example: sandwiches Yes No

Schedule A – Commission, Event Offerings and Donations
RFP 23-1878 Snack and Drink Vending

Company Name: _____

Commission percentage of all gross sales: Drinks: _____ Snacks: _____

Offerer must submit prices for all years.

	Year 1	Year 2	Year 3	Year 4	Year 5
Academic Scholarships					
Athletic Scholarships					
College-wide Event Products:					
Scoreboards					
Other: _____					
Other: _____					
Other: _____					

If needed, provide a detailed explanation of offerings and donations.

Describe below the plan for providing, servicing, and repairing scoreboards during the length of the contract.

Schedule B – Vending Machine Inventory
RFP 23-1878 Snack and Drink Vending

Company Name: _____

List below or attach a listing of the style, make, age, model, and quantity of the equipment proposed. Attach additional sheets to this form if needed.

Schedule C – Servicing Schedule
Bid 23-1878 Snack and Drink Vending

Company Name: _____

Describe the proposed vending machine servicing schedule.

Schedule D – Healthy Snack Options
Bid 23-1878 Snack and Drink Vending

Company Name: _____

List below or attach a listing of proposed health snack options and retail pricing. Attach additional sheets to this form if needed.

Schedule E – Products for Purchase
RFP 23-1878 Snack and Drink Vending

Company Name: _____

List below or attach a listing of all products and prices (product quantities must be included, e.g. box of 12) the College may purchase for program or department use. Attach additional sheets to this form if needed.

RFP Certification Form
RFP 23-1878 Snack and Drink Vending

Company Name: _____

Street Address: _____

City, State: _____

Zip: _____

Telephone: _____

Email: _____

Signature and Title of Authorized Officer/Agent _____

Typed or Printed Name of Above: _____

Notary's Signature

Date

Notary Seal and Expiration Date

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.