

REQUEST FOR PROPOSALS

Beverage Vending Services

Proposal Due:

November 3, 2015 on or before 2:00 P.M.

Return Proposals to:
Southwestern Community College
Attn: Clifford Stalter, Vice-President for Finance and Administrative
Services
447 College Drive
Sylva, North Carolina 28779

Telephone: (828) 339-4250
Fax: (828)-339-4613

SOUTHWESTERN COMMUNITY COLLEGE

REQUEST FOR PROPOSAL FOR BEVERAGE VENDING

GENERAL INFORMATION CONCERNING PROPOSAL

- 1.1 Purpose- This Request for Proposals (RFP) solicits bids for the provision of beverage vending at Southwestern Community College.
- 1.2 Term of Agreement- the services as described herein are to commence on or about January 1, 2016 and shall continue in force for a period of three (3) years.
- 1.3 Closing Date- Sealed proposals, subject to terms and conditions made a part hereof, will be received at the address below until 2:00 p.m., November 3, 2015.

Southwestern Community College
Clifford Stalter
Vice President for Finance and Administrative Services
447 College Drive
Sylva, NC 28779

The phrase "Beverage Vending Proposal" should be clearly written on the face of the sealed envelope.

- 1.4 Inquiries- Inquiries must be addressed to Clifford Stalter, Vice President for Finance and Administrative Services, at the above address (Sec. 1.3). Any explanation desired by an offeror regarding the meaning or interpretation of the RFP must be requested in writing and with sufficient time allowed for reply to reach offerors before submission of their offer. Oral explanation or instruction given before the award of the contract will not be binding.
- 1.5 Acceptance of Proposal
 - 1.5.1 The College reserves the right to accept or reject any and all proposals and to waive any informality in proposal and unless otherwise specified by the offeror, to accept or reject any item in any proposal.
 - 1.5.2 Unless all proposals are rejected, awards shall be made by the College to the offeror whose proposal, confirming to the RFP, will be most advantageous to the College, price and other factors considered. The right is reserved to accept other than the lowest price proposal as may be determined to serve the best interest of the College.
- 1.6 Pricing- If either a unit price or an extended price is obviously incorrect, that incorrect price will be disregarded.

- 1.7 Offeror's Representative for Business Purposes- The name, mailing address and telephone number or the offeror's authorized agent, with offeror's proposal, must be clearly stated.
- 1.8 Telegraphic Offerors- Telegraphic or telecopied offers will not be considered; however, offers may be modified by such prior to the hour and date specified, provided a signed original copy follows.
- 1.9 Acknowledgement of Amendments to RFP- Receipt by an offeror of an amendment to this RFP must be acknowledged by a letter or telegram.
- 1.10 Proprietary Information- All proposals will open for public inspection after the award of the contract. Trade secrets, test data and similar proprietary information will remain confidential, provided such material is clearly marked. However, net cost information may not be confidential.
- 1.11 Evaluation- All proposals received in response to the RFP will be evaluated and ranked in accordance with evaluation criteria determined by the College. The College is not obligated to ask for or accept, after the closing date for receipt of proposals, information which is essential for complete and thorough evaluation of proposals. The College may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete terms which the offeror can submit to the College.
- 1.12 Assignment Subcontracting, and Subletting
 - 1.12.1 This contract cannot be the subject of assignment.
 - 1.12.2 The Proposer shall not have the right to sublet any portion of the beverage vending services provided by the College without the written approval of the College.

INFORMATION CONCERNING THE COLLEGE

- 2.1 Southwestern Community College (SCC) is a member of the North Carolina Community College System and is located in Sylva, North Carolina. The College is a non-resident institution and operates five (5) days per week during the regular academic year and four and one-half (4 1/2) days a week during the summer session. Excluding registration days, the student body is on campus approximately 214 days per year.
- 2.2 For fall semester, 2015, the College enrolled approximately 2550 curriculum students on campus. The student population represents both full-time and part-time students enrolled in day and/or night classes.

3.1 SCOPE OF WORK

3.1.1 The Proposer shall provide mechanical beverage vending machine services for Southwestern Community College. See Appendix A for locations.

The following parameters govern the installation of the vending machines.

Task 1: Install vending machines at each of the specified locations including/but not limited to soft drinks, water and juices.

- ☐ Proposer shall install, without cost to SCC, mechanical vending machines as herein enumerated for SCC.
- ☐ Vending machines shall remain the property of the Proposer.
- ☐ Automatic vending machines shall be new and/or refurbished models in excellent condition.
- ☐ Energy efficient machines are required.
- ☐ Vending machines must accept any combination of nickels, dimes and quarters and one dollar bills. Machines accepting the debit and/or credit cards are highly desirable.
- ☐ All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match either in color and style.
- ☐ Vending equipment supplied will be the type approved or recognized by State or local health department. Such equipment shall be inspected and approved by SCC staff and or authorized representative at time of installation.
- ☐ All machines should be identified with a serial number.
- ☐ Power to the vending machines must fit the present configuration at each location.
- ☐ 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.
- ☐ There shall be no charge to SCC for the adding or removal of vending machines.
- ☐ Permission to relocate, exchange or remove vending machines must be approved in advance by authorized personnel of SCC.

Task 2: Repair and Maintenance of Vending Machines

The following parameters govern the repair and maintenance of the vending machines:

- ☐ The Proposer shall at all times, and at its expense, be responsible for all service, maintenance and repair of its vending machines.
- ☐ Machines shall be maintained in good condition.
- ☐ Requests for repairs shall be completed in 24 hours.
- ☐ Service personnel shall be professional and courteous.
- ☐ Service personnel are required to wear uniforms.

- ☐ At a minimum, service personnel must have Proposer supplied identification badges.
- ☐ Five days a week business service must be provided.
- ☐ Proposer must provide an easy and efficient process for refunding money lost due to equipment malfunctions.
- ☐ Each machine shall be clearly marked with the Proposers' name, address and phone number for requests for repairs and refunds.

Task 3: Sufficient Stocking and Restocking of beverage merchandise

The following parameters govern the stocking, restocking and specifications of the beverage merchandise:

- ☐ The Proposer agrees to stock and maintain machines with beverages, prepared and dispensed in accordance with all sanitation and health standards. Beverages dispensed shall be available at prices and in portions as submitted.
- ☐ The Proposer will provide high quality, fresh merchandise.
- ☐ All products must be removed from vending machines on the date that their freshness dating expires. All products will be considered past dated according to the date stamped on the manufacturers' package.
- ☐ SCC reserves the right to request specific merchandise to be dispensed in vending machines on its premises and shall have the final right of approval on all types of merchandise.

Task 4: Items and Fees

- ☐ Proposer shall price vended products at the price specified in their proposal.
- ☐ Proposer shall 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 beverage machines. Upon written request by SCC, the Proposer may modify or change any products offered.
- ☐ The Proposer shall notify SCC at least one month in advance of any proposed price change. Such price change shall not occur without SCC's approval.
- ☐ The successful Proposer will be required to pay SCC a percentage of gross dollar volume from all sales made or One hundred (\$100) per month, whichever is more. (The percentage SCC receives from the vendor for merchandise sold will be negotiated)

4.1 Utilities

- 4.1.1 The College will furnish all utilities, except long distance telephone service, at its expense.
- 4.1.2 The College does not guarantee an uninterrupted supply of utility services and the College shall not be liable to the Proposer or others for any loss, damage, cost or expense which may result from the interruption of, or failure of, utility service.

- 4.1.3 The Proposer will be responsible for the disposition of any and all garbage or will reimburse the College appropriate “tipping fees”.
- 4.3 Safety Standards- All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires a label or re-examination listing or identification marking for the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriter Laboratory and/or National Electrical Manufacturer’s Association for gas-operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished.
- 4.4 Regulatory Compliance- The Proposer will comply with all applicable laws, rules, and regulations promulgated by any federal, state, local government, bureau, or department.

TERM OF CONTRACT

This agreement will be for a period of three (3) years. SCC shall make the determination of contract renewal. SCC reserves the right to cancel the General Services Contract upon 30 days written notice to the Proposer.

BUSINESS MATTERS

- 5.1 Insurance-The Proposer shall furnish the College with copies of certificates of insurance certifying that it carries workmen’s compensation, comprehensive public liability, property damage, and products liability insurance in: a minimum of **One Hundred Thousand/Three Hundred Thousand Dollars (\$100,000/\$300,000) per occurrence and Umbrella Liability of One Million (\$1,000,000) Dollars.**

COMMISSIONS

- 5.2 The Vendor is to furnish, in response to this RFP, the following payment information:

- a) The percentage of total gross vending sales that will represent the commission paid to SCC by year for the term of the contract.
- b) Any compensations to SCC or the College Foundation

- 5.2.1 The term “gross revenue” used in paragraph 5.2 of this agreement shall mean all revenue derived from the merchandise sold from the vending machines or other sales occurring on campus to students and other customers, less refunds made to them, and shall not include any amounts added to the selling price on account of excise taxes, sales taxes, or any similar taxes which may come into existence during the period of this agreement. Any

sales to the College, but not faculty or staff, at a discount from the normal retail price will also not be included in gross revenue.

- 5.3 Contract Amendments – At the option of the College, the contract may be amended at any time during the contract or extension thereof.

5.4 Contract Termination

- 5.4.1 This contract may be terminated by either party by giving the other not less than ninety (90) days written notice of intention to terminate as of the date specified.
- 5.4.2 In the event that the Proposer shall fail to maintain and keep in force any of the required insurance coverage, the College shall have the right to cancel and terminate the contract within five (5) days' written notice.
- 5.4.3 In the event that the Proposer shall fail to provide a quality of beverage vending service or maintain sanitation standards the College believes to be even minimally adequate, the College shall have the right to cancel and terminate the agreement immediately without notice.
- 5.4.4 In the event that the Proposer shall fail to carry out and comply with any of the other covenants, conditions, and agreements to be performed by it, or to comply with any regulations adopted by the College, the College may notify the Proposer of such failure and default and demand that the same be corrected within ten (10) days, and in the event of failure of the Proposer to remedy the same within the said period, the College shall have the right to cancel and terminate the agreement without further notice.

5.5 Other Matters

- 5.5.1 The Proposer agrees to indemnify and save harmless the College from claims, suits, actions, damages, and cost of every name and description arising out of or resulting from the contract.
- 5.5.2 The Proposer will operate upon its own credit, it being understood and agreed that all operating policies associated with the services and activities herein specified shall be subject to the approval of the College.
- 5.5.3 The Proposer will be responsible for all permits, licenses, fees and taxes associated with its operation at the College.
- 5.5.4 The Proposer will maintain separate bookkeeping records by unit for the operations located on the College campus.
- 5.5.5 The Proposer shall keep full and accurate records and accounts in connection with the food service covered by this agreement. All such records shall be retained by the

Proposer for a period of two (2) years and may be audited by the College officials or their designated representatives at any time during regular working hours without prior notice.

- 5.5.6 Within sixty (60) days following each year of operation, the Proposer will meet with the College representatives to analyze the complete financial statement for the preceding year.

Send your proposal **on or before 2:00 p.m. on November 3, 2015**, in a sealed envelope clearly labeled "Beverage Service Proposal" with all required documentation to:

Clifford Stalter, Vice-President for Finance and Administrative Services
Southwestern Community College
447 College Drive
Sylva, North Carolina 28779

The deadline for submission of proposal is 2:00 p.m., November 3, 2015. Faxes and/or emailed proposals **will not** be accepted. Bid opening will be held on November 3, 2015 at 2:15 p.m. at Southwestern Community College – Balsam Building – HR Conference Room, 447 College Drive, Sylva, N.C. 28779.

Appendix A

Vending Machines
Drink Machines

Jackson County 447 College Drive, Sylva, NC 28779		
Building Location	Floor Location	Number of Machines
Balsam	2nd floor	1
Bradford	patio	1
Oaks	Top floor/break area	2
Founders	1st floor /near elevator	1
Summit	near bathrooms	1
Library	break area	1
Burrell	2nd floor/near back stairs	1

<i>Macon County</i>		
Cecil L Groves Center		1
44 Siler Farm Rd, Franklin, NC 28734		

Jerry Sutton Public Safety Training Center		1
225 Industrial Park Loop, Franklin, NC 28734		

Swain Center		1
60 Almond School Road Bryson City ,NC 28713		