



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

DATE: March 10, 2010

REQUEST FOR PROPOSAL:

#10-60 VENDING MACHINE SERVICES

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below, for:

VENDING MACHINE SERVICES

ADDRESS PROPOSALS TO:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, IA 52240-1826

on or before the bid opening local time and date specified below. Proposals shall be **sealed** and clearly marked on the front "**Request for Proposal for Vending Machine Services, #10-60.**"

FAXED and E-MAILED Proposals will not be accepted.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (Central Time), March 22, 2010. Proposers shall submit two (2) copies of their proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

BONDS AND INSURANCE: Insurance is required, as specified in Section III B.
No bid security or performance bond is required.

QUESTIONS: All questions and clarifications regarding this Request for Proposal can be answered by e-mailing the following representative no later than **4:00 p.m. (Central Time), March 26, 2010:**

June Nasby
Buyer II
june-nasby@iowa-city.org
(319) 356-5076
M-F, 8:00 a.m. – 5:00 p.m.

Questions will not be answered over the phone.

INDEX:

Section I.	Proposal Requirement Checklist
Section II.	Specific Conditions and Instructions to this Proposal
Section III.	General Conditions and Instructions to Proposers
Section IV.	Detailed Specifications
Section V.	Various Vending Locations
Section VI.	Proposal Page
Section VII.	References

SECTION I. PROPOSAL REQUIREMENT CHECKLIST

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS BID

_____ Completed and signed Proposal Page (**Section VI**). Bidders are to propose an annual percentage fee, with a guaranteed flat monthly fee, per concession area, and pay whichever is greater each month. The City has provided a minimum acceptable flat fee proposal and percentage per concession area.

EXCEPTIONS/ DEVIATIONS to this Request for Proposal are to be included in Section VI. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

_____ Provide a list of at least five (5) government agencies or businesses that currently use your services for operating a vending and food concession. Include the name of the company, contact name, title of contact, and phone number. References from the vendor must include agencies other than the City of Iowa City (**Section VII**).

_____ Pricing information for each product being proposed at each location.

_____ Detailed Equipment list and catalogs for the vending machines being proposed at each location.

_____ Information regarding how refunds for lost money or item not dispensing will be handled.

Note: The vendor's proposal must include the items listed above and must be sealed at submission time. The City reserves the right to reject the vendor's proposal if the proposal is not sealed and complete.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**A. SCOPE:**

The City of Iowa City is seeking a vendor to provide vending machine services during the applicable operating season in accordance with the specifications and the terms and conditions contained in this Request for Proposal.

B. BACKGROUND:

The following is a list of concession areas with the net sales from January 2009 through December 2009:

• Recreation Center	\$21,099.38
• City Park Pool	\$9,740.74
• Mercer Park/Scanlon Gym	\$20,623.87
• Senior Center	\$1,811.10
• City Hall	\$6,127.27
• Library	\$12,496.06
• Wastewater	\$909.68
• Water Plant	\$2,523.62
• Landfill	\$1,244.81

C. CONTRACT TERM:

1. The term of this contract shall be from May 1, 2010 through April 30, 2013.
2. This contract may be renewed at the expiration of its term with the mutual consent of the City and the successful proposer. The renewal may be for two (2), one (1) year periods upon mutual consent of the parties involved. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent ninety (90) days prior to contract start date. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.
3. Notice of intent to renew will be given to the contractor in writing, sixty (60) calendar days prior to the expiration date of the current contract. This notice will not be deemed to commit the City of Iowa City to a contract renewal.

D. PROPOSAL REQUIREMENTS:

1. The proposer is responsible for all costs related to the preparation of this Proposal.
2. The format of the vendor's proposal must be consistent with the format of the specifications listed.
3. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated. Exceptions to the Request for Proposal must be noted in Section VI.
4. No bid security will be required.
5. To qualify for award, the vendor must have extensive experience with operating vending machine services in the U.S. Market and provide these services on a regular basis. The vendor must be able to demonstrate success through client references. In addition the vendor must have a positive standing within the vending machine industry, and be able to provide proof of technical expertise.
6. Each specification herein stands alone and will be evaluated on its own merits in terms of meeting specifications, terms and conditions, pricing, delivery schedule and overall responsiveness to the Request for Proposal.
7. The City of Iowa City reserves the right for a site visit of the proposer's facility, vending services demo, and a presentation by the proposer. These requests shall be at no additional cost to the City.
8. Product pricing shall remain firm for the first year. This change must be mutually agreed upon by both the vendor and the City of Iowa City. Changes to the product pricing shall be allowed on an annual basis and will be used as an escalator, by machine revenue, to adjust the annual fee proposal.
9. Proposers are required to bid on every concession location; this contract will be awarded to one vendor.

10. Bidders **must submit** two (2) copy of their proposal containing the following items:

- a. Completed and signed Proposal Page (**Section VI**). Bidders are to propose an annual percentage fee, with a guaranteed flat monthly fee, per concession area, and pay whichever is greater each month. The City has provided a minimum acceptable flat fee proposal and percentage per concession area.

EXCEPTIONS/ DEVIATIONS to this Request for Proposal are to be included in Section VI. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

- b. Provide a list of at least five (5) government agencies or businesses that currently use your services for operating a vending and food concession. Include the name of the company, contact name, title of contact, and phone number. References from the vendor must include agencies other than the City of Iowa City (**Section VII**).
- c. Pricing information for each product being proposed at each location.
- d. Detailed Equipment list and catalogs for the vending machines being proposed at each location.
- e. Information regarding how refunds for lost money or item not dispensing will be handled.

E. CONTRACT AWARD:

1. The submitted proposal must be complete to be considered for award. The items listed on page two (2) must be completed and submitted with the proposal in order to be considered for award.
2. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
3. The City of Iowa City reserves the right to negotiate with more than one potential proposer after the submission of all proposals. The City of Iowa City may award a contract based on initial proposals received without discussing the proposals among the vendors. The City of Iowa City reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
4. It is the City's intent to make an award within thirty (30) working days of the proposal due date.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of an award letter.
7. Consideration may be given to the proposed commission offered by the vendor, product pricing, the vendor's responsiveness to the Request for Proposal, descriptions of the vending equipment, references, customer service and experience, and past experience of the City with the vendor.
8. The awarded vendor will be given the name of the City contact at each facility for the coordination of the vending services.
9. The City of Iowa City reserves the right to terminate this agreement in whole or part with seven (7) days written notice if the Lessee does not abide by the terms and conditions of this Agreement.
10. Vending locations may be added or deleted to the contract though the contract period. The City reserves the right to procure vending/commission services from other vendors as needed.
11. Awarded vendor will be required to provide a Johnson County food service license and a license granted by the Iowa Department of Inspection and Appeals before commencement of this contract.

12. Awarded vendor will be required to submit a current certificate of insurance prior to commencement of this contract. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carrier will be rated as A or better by A.M. Best
13. Responses may be rejected if the vendor fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
 - c. To submit a response on or before the deadline, and complete all required forms
 - d. To fulfill a request for an oral presentation
 - e. To respond to a written request for clarification or additional information

F. ADDITIONAL REQUIREMENTS FOR PROPOSERS:

1. **SAMPLES/LITERATURE REQUIRED:** When requested each proposer shall submit samples and/or catalogs, descriptive literature, detailed drawings, and other information necessary to fully describe the proposed commodity and/or service. Proposer shall bear the cost of and make arrangements for the delivery and removal of samples to the specified location. The City may retain awarded proposer's samples until delivery of contracted commodities and/or service has been completed and accepted. Unsuccessful proposers shall remove samples as soon as possible after proposal award. The City shall not be responsible for such samples if not removed by the proposer within thirty (30) days after the award has been made.
2. **GUARANTEE:** The vendor warrants that all articles, materials and services must meet or exceed industry standards.
3. **DELIVERY REQUIREMENTS:**
 - a. **CARTAGE:** All items shall be delivered F.O.B. destination, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
 - b. **RESPONSIBILITY FOR COMMODITIES AND/OR SERVICES DELIVERED:** The Contractor shall be responsible for any commodities and/or service covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk for rejected commodities and/or service after written notice of rejection. Rejected commodities and/or service shall be removed and/or replaced by and at the expense of the Contractor immediately after verbal or written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery. Upon Contractor's failure to do so within one week after the date of notification, the City may return the rejected commodities to the Contractor and/or replace services at the Contractor's risk and expense, or the City may dispose of them as its own property.
 - c. **INSPECTIONS:** Final inspection of commodities and/or service shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and/or service shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and/or service shall not impose liability on the City if such commodities and/or service are not in accordance with the specifications. All commodities delivered to the City shall be accepted subject to inspection and physical count.

G. CONFIDENTIALITY:

Responses to this RFP become the exclusive property of the City of Iowa City. All documents submitted in response to this RFP may be regarded as public records and may be subject to disclosure. Protection from disclosure generally applies to those elements in each submittal which are marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”. During the course of the submittal evaluation process or the course of the project, the Purchasing Agent will accept materials clearly and prominently labeled “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” by the respondent or other submitting party. The Central Services Agent will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.

The Purchasing Agent will endeavor to advise the Respondent of any request for the disclosure of the material so marked with “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY”, and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The City’s sole responsibility is to notify the proposer of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, employees, consultants, or subconsultants.

H. EVALUATION PROCESS:

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the bidder to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the bidder. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City’s requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City’s requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal.

“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
1. Vending Equipment/Methods of Operation	35
2. Product Pricing/Commission	25
3. Available Services and Products	25
4. Company History/Customer Satisfaction/References/Experience	<u>15</u>
Total	100

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).

SECTION III. REQUEST FOR PROPOSAL

**CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this **REQUEST FOR PROPOSAL** is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall **NOT** result in a binding contract between the City and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. NO CONTACT POLICY. After the date and time established for receipt of proposals by the City, any contact initiated by the bidder or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

2. COMPLETENESS/AUTHORIZATION OF PROPOSAL. Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to the proposal.

3. ADDRESSING OF PROPOSAL. Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826

4. PROPOSAL DEADLINE. Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing proposers of the identity of the proposer with whom the City is negotiating or the contents of the proposal.

6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals submitted shall be binding for one hundred and twenty (120) calendar days following proposal date, unless the proposer(s), at the City's request, agrees in writing to an extension.

7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.

8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.

9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation which is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the proposer, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

12. EQUAL EMPLOYMENT OPPORTUNITY. All proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal anti-discrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. BONDS AND INSURANCE

1. BID SECURITY. When required, no bid shall be considered unless accompanied by either of the following forms of bid security:

a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or

b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful bidder fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more bidders may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. PERFORMANCE BOND. When required, the successful bidder shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. INSURANCE REQUIREMENTS. When required, the successful bidder shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.

The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.

4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. Minimum Coverage

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

<u>Type of Coverage</u>	Each	
	<u>Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined	
	<u>Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

WHEN ADDITIONALLY REQUIRED:

Errors & Omissions	\$500,000
Fidelity Bond(minimum)	\$ 50,000

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. QUALIFICATIONS, CREDENTIALS AND REFERENCES. The proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.

4. ADDENDUM TO SPECIFICATIONS. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website:

www.icgov.org/default/apps/equipment/commodities.asp.

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. REJECTION OF PROPOSALS. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. SELECTION. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not be limited to:

- The quality, availability, adaptability and life cycle costing of the commodities and/or service.
- Guarantees and warranties.
- Ability, capacity and skill to provide the commodities and/or service required within the specified time.
- Ability to provide future maintenance and service.
- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
- Whether the proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. PRICING REQUIREMENTS. All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).

5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. LOCAL PURCHASES. Unless otherwise specified, cost and other considerations being equal, local firms (i.e. an office in Iowa City) shall be given first consideration for the project.

7. FEDERAL TRANSIT FUNDS. Purchases utilizing Federal Transit funds are not eligible for local or state purchase consideration as described above in D.6.

8. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.

2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.

3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.

5. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

6. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

b. Terminated due to default, as described below.

7. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not

cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

8. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City.

9. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.

10. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage arising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

11. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

SECTION IV. DETAILED SPECIFICATIONS

1. The awarded vendor shall furnish food and/or drink through vending machines to adequately serve the public that visit or use the facilities, and further agrees that at all times during the period of this Contract, the awarded vendor shall maintain sufficient equipment and merchandise to adequately serve the public.
2. The City of Iowa City agrees to provide space and utilities to the awarded vendor for operating said machines. All buildings in which the leased space is located shall be locked or unlocked at the discretion of the City of Iowa City.
3. Vending services shall be rendered during the timeframe and during the operating hours of the facilities respectively identified in Section V, unless granted an exception or otherwise directed in writing by the City of Iowa City. The awarded vendor shall stock machines prior to 10:00 a.m. during weekdays (Monday through Friday) and by noon on weekends or a schedule mutually agreed upon by each location's contact person. The City shall have the right to alter the operating hours of the facilities and shall give written notice to the awarded vendor.
4. The awarded vendor shall by the twentieth (20th) day of the next month, following any sales, report to the City of Iowa City the total sales for the preceding month and pay to the City of Iowa City a percentage fee or a guaranteed minimum fee, whichever is greater each month, as referenced on the proposal page attached hereto as Section VI and incorporated herein by reference. The awarded vendor shall provide with the monthly payment a total audit of each machine's revenues. Upon request, by the City of Iowa City, the awarded vendor shall provide copies of their quarterly sales tax returns, income tax returns, or other evidence supporting the total sales reported. In addition, the City of Iowa City shall have the right to examine the accounting records and books of the awarded vendor from time to time, and awarded vendor agrees to promptly produce such accounting records and books at the request of the City of Iowa City. The City of Iowa City reserves the right to renegotiate the fee annually if the level of service at the concession changes substantially.
5. The awarded vendor shall conform to the rules, regulations and ordinances of the City of Iowa City and the State of Iowa licensing requirements and agrees not to sell or have in said concession any alcoholic beverages, chewing tobacco, cigarettes, cigarette papers or condoms.
6. The awarded vendor is responsible for all maintenance on the vending machines and will promptly repair the machine within six (6) hours of the call being placed. If the vending machine is deemed not repairable the machine will be replaced within two (2) days.
7. The awarded vendor will employ only competent and orderly employees, who will keep themselves neat and clean and will be courteous to all guests and patrons of the facility. The awarded vendor and his employees, while on the premises, will not use improper language, behave in a boisterous manner, or be guilty of any immoral, disreputable and unbecoming conduct, or otherwise objectionable activities. The awarded vendor's employees shall wear visible identification that represents the vending service company.

If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The City reserves the right to terminate the contract immediately under these circumstances.

8. Each vendor will provide the necessary expertise and workforce to oversee and perform the tasks to adequately operate a vending and food concession.
9. A general product list has been included with this Request for Proposal to assist the bidder in evaluating the City's requirements. The product list is as follows:
 - candy
 - gum and mints
 - ice cream
 - popcorn and pastries
 - fruit
 - milk – 2 pt.
 - juice –8 to 12 oz.
 - pop – 12 oz. can
 - pop – 20 oz. plastic bottle
 - coffee – 8 oz. cup
 - hot chocolate – 8 oz. cup

- water – plastic bottle
- coffee/hot chocolate – 9 oz. and 12 oz.

The following items will **not** be allowed in any of the machines:

- sunflower seeds
- grape products

SECTION V. VARIOUS VENDING LOCATIONS

Concession #1 – Robert A. Lee Community Recreation Center

Open: Year round (Monday – Saturday 6 AM to 10 PM, Sunday 1 PM to 9 PM)

Type of Concession: Various machines for snacks, etc. in the “Game Room” (one can pop, hot beverage, one ice cream, one juice, one snack, one snack mart) and one pop machine on the upper level of the building. Vendor is required to provide and maintain (in the Game Room) a \$1/\$5 change machine with a minimum \$300 capacity.

Scope: The City prefers new vending machines in the recreation center that will be reliable, large capacity, appealing to the eye and arranged in such a manner to enhance the appearance of the room. Product dispensed from the machines will be chosen not necessarily for the highest potential sale, but consideration given to a healthful product for users. The Recreation Center is open seven (7) days per week, with machine stocking seven (7) days per week.

Concession #2 – City Park Pool

Open: Memorial Day to Labor Day (4 months, Monday-Sunday 12 PM to 8 PM)

Type of Concession: Various machines in the “Pool Area” (one juice, three can/bottle pop (one of these con/bottle pop will be located outside of the normal concessions area) and two snack machines). Vendor is required to provide and maintain in the concession area a \$1/\$5 change machine with a minimum \$500 capacity.

Scope: The City prefers new vending machines in the Concession Area that will be reliable, large capacity, appealing to the eye and arranged in such a manner to enhance the appearance of the room. Product dispensed from the machines will be chosen not necessarily for the highest potential sale but consideration given to a healthful product for users. The City Park Pool is open seven (7) days per week (weather permitting), with machine stocking seven (7) days per week.

Concession #3 – Mercer Park Aquatic Center/Scanlon Gym Concession

Open: Year round (Monday – Friday 6:30 AM to 9 PM, Saturday and Sunday 11 AM to 9 PM)

Type of Concession: Various machines for snacks, etc in the Proctor and Gamble room (one juice, one ice cream, one snack, one snack mart, one can pop machine). Vendor is required to provide and maintain a \$1/\$5 change machine with a minimum \$300 capacity.

Scope: The City prefers new vending machines in the Proctor and Gamble room that will be reliable, large capacity, appealing to the eye and arranged in such a manner to enhance the appearance of the room. Product dispensed from the machines will be chosen not necessarily for the highest potential sale but consideration given to a healthful product for users. The Mercer Park Aquatic Center/Scanlon Gym is open seven (7) days per week, with machine stocking seven (7) days per week.

Note: The machines will be moved to a new location beginning with the start of this contract. This move should be coordinated with the City representative assigned to this project. The name of this contact will be provided once the contract has been awarded. The City of Iowa City would like to have an enclosure built similar to the enclosure located at Robert E. Lee Community Recreation Center.

Concession #4 – Senior Center

Open: Year round (Monday – Friday 8 AM to 5 PM, Saturday and Sunday 10:00 AM to 1:30 PM)

Scope: One (1) bottle pop/juice/water in the Washington Street entrance. Reliable machines in this location are necessary to avoid complaints.

Concession #5 - City Hall

Open: Year round (Monday – Friday, 8 AM to 5 PM)

Scope: The City Hall has its own pop machines in the facility. Proposals are requested for an additional machine, one (1) snack mart located in the Break Room. The City Hall prefers a machine with a dollar bill changer incorporated.

Concession #6 – Library

Open: Year round (Monday – Thursday 10 AM to 9 PM, Friday 10 to 8 PM, Saturday 10 AM to 6 PM AND Sunday 12 PM to 5 PM)

Scope: One (1) soda machine (seven (7) choices), one (1) snack mart (45 choices), one (1) plastic bottled water /juice machine (15 choices), one (1) coffee/hot chocolate machine (seven (7) different drinks plus complements) located in the lounge. Vendors required to provide and maintain a \$1/\$5/\$10/\$20 change machine.

Concession #7 – Water Plant

Open: Year round (Monday – Friday, 7 AM to 5 PM)

Scope: One (1) pop/juice machine and one snack mart in the break room. The Water Plant prefers a machine with a dollar bill changer incorporated.

Concession #8 – Wastewater Plant

Open: Year round (Monday – Friday, 7 AM to 3:30 PM)

Scope: One (1) snack mart in the break room. The Wastewater Plant prefers a machine with a dollar bill changer incorporated.

Concession #9 – Landfill

Open: Year round (Monday – Saturday, 7 AM to 4:30 PM)

Scope: One (1) plastic bottled machine located outside the front of the building. The Landfill prefers a machine with a dollar bill changer incorporated.

SECTION VI. PROPOSAL PAGE

Firms are to propose a monthly percentage fee, with a guaranteed flat monthly commission, per concession area, and pay whichever is greater each month. The City has provided a minimum monthly acceptable flat fee proposal and commission per concession area.

Concession	Minimum Monthly Flat Fee	Minimum Monthly Commission Percentage
1. Recreation Center	\$600	20%
2. City Park Pool	*\$2,200	20%
3. Mercer Park/Scanlon Gym	\$700	20%
4. Senior Center	\$35	20%
5. City Hall	\$120	20%
6. Library	\$250	20%
7. Water Plant	\$55	20%
8. Wastewater Plant	\$20	20%
9. Landfill	\$20	20%

*Memorial Day to Labor Day

Proposed Monthly Flat Fee or Commission:

1. Recreation Center	\$ _____	_____ %
2. City Park Pool	\$ _____	_____ %
3. Mercer Park/Scanlon Gym	\$ _____	_____ %
4. Senior Center	\$ _____	_____ %
5. City Hall	\$ _____	_____ %
6. Library	\$ _____	_____ %
7. Water Plant	\$ _____	_____ %
8. Wastewater Plant	\$ _____	_____ %
9. Landfill	\$ _____	_____ %

Install machines on or before May 1, 2010 if awarded contract by _____.
 Installation schedule to be coordinated in advance and mutually agreed upon by both parties.

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required labor, services and equipment and to perform the work as described in the proposal documents and to do all work at the prices set forth within.

The undersigned bidder certifies that this bid is made in good faith and without collusion and connection with any person or persons bidding on the project.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Iowa City, the City's Request for Proposal document shall prevail.

EXCEPTIONS/ DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space below. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: _____

Phone Number: _____

E-mail Address: _____

AUTHORIZED SIGNATURE

Name of Firm: _____

Name and Title of Representative: _____

Authorized Signature: _____

Address: _____

Date: _____

Phone: _____

E-Mail Address: _____

Web Site: _____

SECTION VII. REFERENCES

REFERENCES: Proposer must provide a **minimum** of five (5) references including government agencies or businesses that currently use your services for Vending. The City reserves the right to contact the references regarding the performance of the proposed system and the qualifications of the proposer.

1) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

2) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

3) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

4) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

5) Company Name: _____
Company Contact: _____
Title of Contact: _____
Phone Number: _____

Note: References from the vendor must include agencies other than the City of Iowa City.