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RFP Packet For

Proposal No. RFP-2024-021

**COMPLETE VENDING MACHINE SERVICE
(BEVERAGE AND NON-BEVERAGE PRODUCTS)**

For Rome City Hall

RFP Opening

July 18, 2024 at 11:00 a.m. (local time)

TABLE OF CONTENTS

<i>Page Title</i>	<i>Page No.</i>
<i>Invitation and Instructions To Bid.....</i>	<i>3</i>
<i>General Conditions.....</i>	<i>4 – 6</i>
<i>General Municipal Law Compliance.....</i>	<i>7</i>
<i>Attention.....</i>	<i>8</i>
<i>Deviations Sheet.....</i>	<i>9</i>
<i>Responsible Bidder.....</i>	<i>10</i>
<i>Proposer’s Warranty.....</i>	<i>11</i>
<i>Non-Collusive Bidding Certificate.....</i>	<i>12</i>
<i>Technical Specifications.....</i>	<i>13+</i>

INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request For Proposal for:

Proposal No. RFP-2024-021

COMPLETE VENDING MACHINE SERVICE (BEVERAGE AND NON-BEVERAGE PRODUCTS) FOR ROME CITY HALL AND VARIOUS CITY LOCATIONS

This sealed bid will be publicly opened and read in the Common Council Chambers at:

**11:00 A.M. (local time) on
Thursday, July 18, 2024**

Sealed proposals must be clearly marked with the number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk
RFP-2024-021- City of Rome Vending
Rome City Hall
198 North Washington Street
Rome, NY 13440**

1. The enclosed Proposer's Warranty Form, Responsible Bidder Form and Non-Collusive Statement must be completed and signed and returned with proposal.
2. If additional information is required, please contact:

Jennifer Gleasman, Purchasing Agent
City of Rome
198 North Washington Street
Suite 1C
Rome, NY 13440

Phone: 315-339-7665
Fax: 315-838-1165

Email: jgleasman@romecitygov.com

Or, electronically at www.romenewyork.com; click on Purchasing Department; Bid Opportunities, or go to:

<http://www.govbids.com/scripts/cnyp/public/home1.asp>

GENERAL CONDITIONS

- A. **LICENSE AND SCOPE OF WORK:**
Supply and service Beverage and Non-Beverage Vending Machines on a flat monthly lease payment per machine, to the City of Rome.
- Commission arrangement will be considered as an option.. The most financially beneficial option to the City will be given priority.*
- B. **QUESTIONS REGARDING SPECIFICATIONS:**
Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman at 315-339-7665 or email at jgleasman@romecitygov.com.
- C. **CONTRACT PERIOD:**
Shall be for one year from date of award. Two (2) extensions of twelve (12) months each, with escalations, may be awarded upon mutual written agreement between the City of Rome and the Vendor. Request for price increases to take effect at the time of contract extension must be submitted with the offer to extend. At the time of each proposal extension, any price increases or decreases shall be limited to the actual cost increase to the vendor, as supported by written notification from the manufacturer.
- D. **TAX:**
Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax.
- E. **FINANCE CHARGES:**
The bidder will be subject to finance and interest charges for late payment.
- F. **DURATION OF PROPOSAL OFFER:**
Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.
- G. **METHOD OF AWARD:**
The contract shall be awarded to the highest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.
- City will award the exclusive revocable license to provide vending services on City property upon a review of all pertinent factors and aspects of consideration being reviewed and analyzed. The City reserves the right to award the bid on factors other than payment, when, in the City's sole discretion, the best interests of the City far furthered thereby.
- H. **INSTALLATION:**
The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

I. COMPLETION DATE & DELIVERY SCHEDULE:

All machines will be set up on City property within thirty (30) days of award.

J. INSURANCE

Bidder will be required to maintain, in addition to Worker's Comp, insurance – commercial general liability insurance in the amount of no less than \$1,000,000 for personal injury/death and \$1,000,000 property damage, or, alternatively, \$2,000,000 blanket coverage. The City must be an additional insured on the general liability coverage.

K. MINORITY BUSINESS ENTERPRISE PARTICIPATION:

1. Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;
2. A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.
3. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.
4. A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.
5. Bidders are requested to provide the following:
 - a. Is your company 51% or more women owned? ___yes ___no
 - b. Is your company 51% or more minority owned? ___yes ___no
 - c. If you answer YES to Number 2, check one of the following:
____ Black ____ Hispanic ____ Alaskan Native
____ Asian/Pacific Islands ____ American Indian

L. CONTRACT TERMINATION:

The City can revoke the license with or without cause upon written notification.

M. LIMITATIONS:

1. Neither the vendor or its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.
2. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

N. GENERAL:

1. Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.
2. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.
3. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

O. DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on the attached Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

P. LITERATURE:

Each bidder shall include product or equipment literature as available, especially pictures of machines.

Q. PROTEST AND APPEAL PROCEDURES:

1. Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Treasurer no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440

2. Such protests will not be considered if received later than the date established in paragraph above.
3. Protests shall be explicit and in sufficient detail to stand on their own record.
4. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

R. PROPOSAL GUARANTEE:

1. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening.
2. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

S. PIGGYBACK:

The City of Rome reserves the right to extend any contract resulting from this bid to any governmental organization eligible under the General Municipal Laws of the State of New York.

GENERAL MUNICIPAL LAW COMPLIANCE:

“Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York.”

Effective: July 1, 1959

ATTENTION

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included.

- () BID SPECIFICATIONS
- () BIDDERS MANUFACTURING SPECIFICATIONS; THESE
CANNOT BE PHOTOSTAT COPY OF CITY SPECIFICATIONS.
- () BIDDERS REFERENCE SHEET
- () BIDDERS QUALIFICATIONS
- () MANUFACTURERS WARRANTIES
- () INSTRUCTIONS TO BIDDERS
- () RESPONSIBLE BIDDER FORM
- () DEVIATIONS SHEET
- () PROPOSER'S WARRANTY
- () NON-COLLUSIVE STATEMENT
- () DELIVERY DATE

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid

DEVIATIONS SHEET

RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?

_____ yes _____ no

- B. Has your firm filed for bankruptcy? _____ yes _____ no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

PROPOSER'S WARRANTY

The undersigned person by his/her affixed signature certifies that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Request Proposal, other than those deviations noted above.
- C. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.

SIGNATURE: _____

NAME & TITLE: _____

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE ADDRESS: _____

BID AMOUNT: _____

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

(Name of Bidder)

(Official capacity)

TECHNICAL SPECIFICATIONS

SCOPE:

The City of Rome, requires a continuous supply of vending products and services for use by all City Hall Depts and various City of Rome locations.

It is the intent of the City to contract with (a) vendor(s) and to establish unit prices for all those items and areas listed in the attached documents for the stated term as well as a flat monthly lease payment to the City. The City reserves the right to extend any contract resulting from this bid to any governmental organization eligible under the General Municipal Laws of the State of New York.

The vendor will keep 100% of the gross profits per machine.

The vendor(s) awarded a contract(s) will be responsible for supplying all machines per specifications. They will also be responsible for the daily operations of all equipment, supplying all items for sale per specifications as well as repair/replacement of all equipment as deemed necessary by the City. The following specifications are intended to set a standard of performance and equipment required by the City . The intent is to receive the best products and service available for the least cost to the City employees, while providing the City with the highest rental income per location as specified.

Notwithstanding the details presented in the specifications, it shall be the responsibility of the bidder to verify the completeness of same to meet the intent of the specifications; it being understood that a complete reliable supply of vending services satisfactory to the participants shall be required in all cases.

Commission arrangement will be considered as an option.. The most financially beneficial option to the City will be given priority.

USING DEPARTMENTS AND AGENCIES:

The City reserves the right to add or remove participants to or from the contract at any time.

QUANTITIES:

The usage quantities indicated in the specifications represent the estimated annual totals required for the contract term. These totals are estimates only and should not be construed to represent either maximum or minimum amounts to be used during the contract term.

MINIMUM ACCEPTABLE STANDARDS:

As described in the detailed specifications.

LEASE PAYMENTS:

The vendor agrees to pay the City the amount specified on their bid form for each location awarded to them. Such payments shall take place on a monthly basis. Checks shall be received at the office of the City Treasurer no later than the 10th of each month and shall be

made payable to the "City Treasurer". Any checks received after the 10th of each month shall carry a 15% penalty.

Each check shall indicate the location(s) and amounts for each location covered by that check. If a single check is issued, the vendor shall include with that check an itemized list of the locations and revenue to the City for each location.

Additional methods of "consideration" will be calculated and determined if supplied by bidder.

PERFORMANCE ABILITY:

The successful responsible bidder(s) shall be prepared, if requested, to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract if awarded.

REFERENCES:

The vendor supplying a bid must include a minimum of three (3) references. Each reference must include a brief description of the location, type of operation and number of machines supplied. It shall also include an address, telephone number and representative for each reference. Each reference should reflect a current contract or one completed within the past twelve months.

COMPANY HISTORY:

Each bid should include a brief company history indicating the principal owner(s), location and type of operation as well as how long the business has been in operation, the number of drivers, how wide of an area is covered, etc.

EQUIPMENT:

The vendor agrees to supply each location with all of the equipment listed for that location and to supply additional equipment as needed at the sole discretion of the City . The City agrees to supply the vendor with adequate space to accommodate all equipment requested. The vendor agrees to supply the City with new or new looking and operating equipment. The vendor shall supply with their proposal a complete list of all equipment to be supplied to the City including the make, type and year of the equipment. All equipment shall include the following at a minimum:

- All machines shall make change for all items. "Exact change" machines will not be allowed.
- All machines shall return all monies deposited, if the return button is pushed. Either for non delivery of an item or if the person changes their mind.
- All machines must accept dollar bills and give change for them. Also should be equipped with credit card reader.

- All machines must be fully self-contained. Drains etc. will not be available.
- All machines requiring electricity must operate on 120 volts AC. Please state amperage drawn per unit. The higher the amperage per hour the more the fee should be to cover the City's electricity expense.
- No special or hard wiring will be allowed.
- All machines must be smooth/quiet running. Noisy machines, as determined by the City will be replaced by the vendor within one week of notification by the City or within the agreed upon schedule at the City 's sole discretion.
- All equipment shall look and act as new. Machines with rust, chipped paint, cracked or broken glass etc. will not be allowed and will be replaced immediately. If, in the sole discretion of the City a particular machine is not operating in the manner anticipated by the City , the vendor agrees to remove said machine immediately and replace it with a machine suitable to the City .
- All machines shall be in good working condition upon delivery and shall remain in such condition for the duration of the contract.
- All machines shall be installed in accordance with all Federal, State and local ordinances as well as manufacturers recommendations.
- Additional ventilation if required will be the responsibility of the vendor.

EQUIPMENT REPAIR:

All machines must be kept in good appearance and mechanical repair at all times. The vendor agrees to have a mechanic on site making repairs within twelve (12) hours of notification of a problem by the City . All equipment shall be operational again when the mechanic leaves or arrangements shall be made for a replacement. The City will make every effort to supply the vendor with an area suitable for the operation of their equipment. However, it is the responsibility of the vendor to advise the City as to any unsatisfactory locations prior to the installation of any equipment in that area. The City will either find another location for the equipment or if no area suitable to both parties can be found, the City will cease vending for the location in question. Should this occur, the vendor shall not have the opportunity to change the lease payment to the City . Once an area is agreed upon it becomes the sole responsibility of the vendor to maintain all equipment in satisfactory operational condition per specifications.

REFUNDS:

The vendor agrees to refund all monies lost in any machine due to a machine failure of any type.

The vendor shall supply a person to be designated by the City at each location with a

predetermined amount of petty cash to be used by said person to make refunds as necessary. Said petty cash shall be replenished as needed within twenty-four hours of a request by the designated person. This person's name and phone number shall be posted on each machine by the vendor.

DAMAGE:

The vendor agrees to repair any damage to City property caused by operation, installation or removal of their equipment to the City's satisfaction. Such damage shall be repaired within five (5) working days of notification by the City. Failure to make appropriate repairs may result in the termination of the contract.

ADDITIONAL EQUIPMENT:

The vendor agrees to supply additional equipment as needed by the City throughout the duration of the contract. If equipment is added, the vendor shall adjust their monthly payment to the City according to the "payment" portion of the bid. Such equipment shall comply with all aspects of the bid as previously set forth.

REMOVAL OF EQUIPMENT:

Should equipment no longer be necessary or desired by the City, the vendor agrees to remove said equipment within five (5) working days of written notification by the City.

INSURANCE:

The vendor agrees to carry insurance in the amounts listed in this bid for the duration of the contract. A copy of the vendors "acord sheet" listing insurance levels, expiration dates, insurance carrier and policy numbers shall be supplied with the bid in accordance with the Instructions to Bidders. (see insurance "schedule B")

INDEMNIFICATION AGREEMENT:

The successful bidder will indemnify, defend and hold the City harmless. The successful bidder will release/hold the City Harmless from any injury or death to the bidder's employees.

MAINTENANCE OF AREA SURROUNDING EACH MACHINE:

Each vendor shall be responsible for maintaining the cleanliness of the area immediately surrounding their equipment. Empty storage or delivery containers ie: boxes, crates, soda carriers etc. shall be removed from the site as used. There shall be no storage of any product on site.

FILLING OF MACHINES:

All machines must be filled and stock rotated at least twice a week or more frequently if necessary and requested by the City. The machines shall be filled during regular working hours Monday thru Friday except holidays. Once a schedule is determined and agreed upon, all machines shall be filled and maintained per that schedule unless agreed upon in writing by the City Purchasing Department

TYPES OF PRODUCTS:

The vendor shall initially fill all machines with product in accordance with the bid specifications and according to suggestions determined by the results of a survey of its employees that will be conducted by the City at each location.

As employees tastes or suggestions change the vendor agrees to accommodate those changes as much and as soon as possible, while still staying within the established price schedule determined at the start of the contract. The vendor shall supply the City with a full list of all products available for use in their machines. This list shall be posted and available at all locations for suggestions from employees.

PRICE CHANGES:

The vendor agrees to hold all prices included with the bid firm for the first twelve months of the contract. At such time the vendor may request an increase in the prices for items as necessary. However, if the City determines the requests to be excessive, the City reserves the right to terminate its contracts with the vendor and the vendor shall remove all related equipment within an agreed upon schedule.

SUPPLIES/PRODUCTS:

All perishable food items shall be freshness dated. All non-refrigerated items must be good for a minimum of thirty (30) calendar days from the date they are put in the machine. All stock will be rotated each time the machine is filled with the newest product being placed in the back or last position.

If a product does not sell out over a two-week period the vendor will ask the contact person at that location to make another choice from a preprinted list of available items.

When filling each machine the vendor shall check all products for discoloration, broken or otherwise unattractive appearance and will remove any such products from the machine. If an employee receives such an item the vendor agrees to refund that employee even if the item is within the freshness date.

METHOD OF AWARD:

The bid will be awarded in whole to the vendor that submits the proposal in the best interest of the City and its employees as determined by the City .

TERMINATION OF CONTRACTS:

The City reserves the right to revoke this contract or any portion of it with or without cause upon written notification.

LENGTH OF CONTRACT:

Term of contract is for 1 year with (2) 1 year extensions.

INSTALLATION SCHEDULE:

All machines will be set up on City property within thirty (30) days of award.

Should a new vendor win the contract, they shall make arrangements with the City of Rome Purchasing Department to schedule the installation of all equipment. The new vendor shall carefully move the existing equipment to a safe place to be determined by the City and the owner of the old equipment shall remove it as indicated by the City .

PRODUCTS:

Each location shall have at least one each of the following machines

1. **Snack machine** offering a variety of name brand chips, candy, gum, cookies, healthy snacks, mints
2. **Soda / Juice machine** offering a variety of name brand soft drinks, fruit juices, teas and water
3. **Ice Cream and/or Hot Cold food machine (to be chosen by each location)** offering a variety of name brand or locally packaged/prepared foods yogurts and ice cream products.

All locations having access to equipment that may include food requiring heating, must receive a microwave for heating prepared foods and a condiment and prep area. This is to be supplied and maintained by the vendor at no cost to the City.

HEALTHY, LOW CALORIE FOODS

Each vendor must offer a variety of healthy and low calorie foods for use in all snack machines. All foods offered must include a breakdown of nutrients ie. USDA recommended %'s on the packaging.

All drink products are to be in recyclable glass or aluminum containers. All prices are to include deposits if necessary.

The City of Rome employs a grand total of 734 employees. Some areas have 24 hour coverage. Some areas are accessible to the public also.

<u>LOCATIONS</u>	<u>No. EMPLOYEES</u>	<u>MONTHLY RENT TO BE PAID TO THE CITY</u>
Police Dept 301 North James Street Rome, NY 13440	<u>100</u>	\$ _____ per month
DPW Depts 132 Race Street Rome, NY 13440	<u>90</u>	\$ _____ per month
Water Pollution Control 7180 Lower East Dominick Street Rome, NY 13440	<u>18</u>	\$ _____ per month
Kennedy Arena 500 West Embargo St Rome, NY 13440	<u>29***</u>	\$ _____ per month
Pinti Field/Tosti Pool 200 6th Street Rome, NY 13440	<u>23***</u>	\$ _____ per month
Franklyn Field Clubhouse North James Street Rome, NY 13440	<u>15***</u>	\$ _____ per month
Haselton Park Riverview Parkway N Rome, NY 13440	<u>2***</u>	\$ _____ per month
Parks Garage 2030 N Madison Street Rome, NY 13440	<u>10</u>	\$ _____ per month
City Hall 198 N Washington St Rome, NY 13440	<u>100***</u>	\$ _____ per month

***Accessible to the Public