Racine County Finance Department – Purchasing Division

Racine County Courthouse 730 Wisconsin Avenue Racine, WI 53403-1238 Phone (262) 636-3706 Fax (262) 636-3763 Kenneth J. Schmidt Purchasing Coordinator



July 21, 2016

Dear Prospective Bidder:

You are invited to submit a bid to provide Vending Services to various Racine County facilities. Sealed bids are due on or before 2:00 p.m. CST on Thursday, August 18, 2016 at the above address. Late bids will not be accepted.

Responses must be in a sealed envelope or box and show the firm's name, address, and solicitation number on the cover. Your response must be manually signed and dated and include all requested information.

Any questions regarding this Invitation For Bid must be directed to:

Kenneth J. Schmidt, Purchasing Coordinator

Telephone: 262-636-3700 Facsimile: 262-636-3763 Ken.Schmidt@goRacine.org

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by the Racine County Finance Department – Purchasing Division.

Technical and general questions may be directed to Kenneth Schmidt, Purchasing Coordinator at (262) 636-3700.

Sincerely,

Kenneth J. Schmidt

Kenneth J. Schmidt Purchasing Coordinator

Encl: Bid Package

INVITATION FOR BID BID #16-FIN-002

VENDING SERVICES

I. INTRODUCTION

The intent of the Invitation For Bid (IFB) is to establish a vending service contract for county-owned facilities within Racine County. The successful vendor(s) will provide equipment that can dispense bottled cold beverages, refrigerated or frozen food, candy/snacks and hot beverages. Two separate change machines are also required.

Racine County shall consider an alternative of separating the award between <u>cold beverages</u> and <u>remaining</u> vended items. The vendor is cautioned to be very <u>explicit</u> in exercising this optional bid submission.

Building locations with approximate full-time employees (FTE) include the following:

Courthouse* (106 FTE)

730 Wisconsin Ave, Racine

Dennis Kornwolf Service Center *

(160 FTE)

1717 Taylor Ave, Racine

Highway Dept – Rochester

(13 FTE)

31929 Academy Rd, Rochester

Ives Grove Complex *

(114 FTE)

14200 Washington Ave, Sturtevant

Western Racine Service Center*

(6 FTE)

209 N Main St, Burlington

Law Enforcement Center *

(167 FTE) (24/7 facility)

717 Wisconsin Ave, Racine

Ridgewood Care Center **

(159 FTE)

(24/7 facility)

3205 Wood Rd, Racine

Sheriff Sub-Station

(127 FTE) (24/7 facility)

14116 Washington Ave, Sturtevant

II. INSTRUCTIONS TO BIDDERS

A. BIDDER'S QUESTIONS

Bidders are reminded to carefully examine the bid and specifications upon receipt. If the Bidder does not fully understand the IFB or is in doubt as to the County's ideas or intentions concerning any portion of the Bid, they shall submit any/all questions (in writing) to Kenneth Schmidt, Purchasing Coordinator, by 4:00 p.m. on Thursday July 28, 2016, either by fax or e-mail for interpretation or correction of any of the printed material.

Fax: 262-636-3700

E-mail: Ken.Schmidt@goRacine.org

Answers to all questions will be sent to all known Bidders by August 4, 2016 in the form of a bid addendum. The IFB and any addenda will be posted on Racine County's website www.racineco.com under Bids/Proposals.

^{*} Facilities open to the public.

^{**} Facility is currently under review for potential sale.

B. ADDENDA

Any additional information made available will be issued via bid addenda which will be posted to the Racine County website (www.racineco.com) under Bids/Proposals. Bidders are responsible for checking this website for any future addenda, etc. prior to the opening date. All addenda must be signed and returned with your bid as specified in the addenda. Bidders who do not return the addenda may have their bids rejected. If you are unable to access the internet, contact Racine County Purchasing at 262-636-3706 for a hard copy.

C. METHOD OF BID

Bidders will submit their responses to the IFB on the Bid Form provided. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on Bid Form will be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Each copy of the bid shall include the Certification of Vendor page and acknowledgement of addenda **if any**. A legally authorized representative of the bidder will sign the Certification of Vendor page.

In addition to submitting a bid on the forms provided by Racine County, vendors shall submit a detailed listing of items available to be placed in each vending machine. This itemized product list shall provide both product name and retail cost in order for Racine County to easily compare items with products currently offered. Failure to submit the list in the manner described herein can result in bid rejection.

D. INCURRING COSTS

Racine County is not liable for any costs incurred in replying to this IFB.

F SITE VISIT

Bidders are invited to view the vending machines located within the Courthouse and Law Enforcement Center prior to submitting a bid in order to determine size and type of equipment currently in use. These two locations contain examples of all the types of vending machines currently located throughout the County.

All site visits are to be scheduled through Racine County Finance Department – Purchasing Division. To set up a date and time contact:

Kenneth Schmidt, Purchasing Coordinator Racine County Courthouse 730 Wisconsin Avenue Racine, WI 53403

Phone: (262) 636-3700

E-Mail: Ken.Schmidt@goRacine.org

F. TWO COPIES ARE REQUIRED

Unless otherwise specified, two (2) copies of your bid response on prescribed forms are required.

G. ADDRESSING OF BIDS

Bid responses shall be submitted in a sealed envelope. The sealed envelope shall be marked with bidder's return address and addressed as follows:

O: Kenneth J. Schmidt
Purchasing Coordinator
Racine County Courthouse, 4th Floor
730 Wisconsin Avenue
Racine, WI 53403

In the lower left-hand corner write: "Vending Services, Due: Aug. 18, 2016"

H. DUE DATE

Two (2) copies of your bid response are to be received by Racine County by 2:00 p.m. local time, Thursday, August 18, 2016, in the office of the Racine County Purchasing Coordinator. The bids will then be publicly opened and read aloud. Sealed bids received after 2:00 pm central time as dictated by www.time.gov will be considered late, will not be accepted and will be returned unopened.

I. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing their bid response confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be returned unopened prior to the time and date set for bid opening.

J. AMENDMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto, or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

K. BIDS BINDING - 60 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid opening.

III. TERMS AND CONDITIONS

A. CONTRACT

The contract(s) shall be between Racine County and the successful bidder(s) for the provision of Vending Services according to the terms set forth herein. Any agreement or contract resulting from the acceptance of the bid shall be in a format either supplied or approved by Racine County.

In the event awards are made to more than one vendor, each vendor shall comply with all terms and obligations of the resulting contract. Equipment shall be compatible with the design and quality of other vendor's equipment at the same locations, as determined by Racine County. Each vendor shall cooperate, as determined and coordinated by Racine County, with the other vendor(s) regarding area sanitation, waste containers, decorative motif, paper supplies, refunds, and stocking schedules.

B. EXCLUSIVITY

The intent of Racine County is that the vending contract(s) be exclusive with the exceptions as noted in Section III.L County Facilities Exempt from Contract.

C. CONTRACT COMMENCEMENT/LENGTH

It is the intent of Racine County to commence the resulting contract on January 1, 2017. The contract shall be effective on due date indicated on the contract and shall run until December 31, 2017 with the option for four (4) additional one-year periods. This contract shall automatically be extended into the next optional period unless Racine County is notified in writing by the vendor; or notifies the vendor in writing, ninety (90) calendar days prior to expiration of the initial and/or succeeding contract term.

CONTRACT RENEWALS

After the initial contract year, the parties upon mutual agreement may adjust the specific terms, commissions or guarantees of this contract where circumstances beyond the control of either party require adjustment. Vendor shall propose all adjustments in writing to Racine County for approval, prior to becoming effective. Racine County Corporation Counsel shall issue all contract amendments.

D. CONTRACT CANCELLATION

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

Racine County may cancel the contract for breach, as determined by the County for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain contractual agreement on scheduled days to stock machines (see Exhibit C for current schedule), adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the vendor which in the opinion of Racine County is not in its best interest.

Racine County shall provide ten (10) calendar days written notice of contract breach. Unless within (10) calendar days such neglect has ceased and arrangements made to correct, Racine County may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intentions to cancel the contract.

Should Racine County breach any term or provision of the contract, the vendor shall serve written notice to Racine County setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days such neglect has ceased and arrangements are made to correct, Vendor may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intentions to cancel the contract.

If the vendor fails to maintain and keep in force required insurance, (see Section J), Racine County shall have the right to cancel and terminate the contract without notice.

E. CONTRACT TERMINATION / EXPIRATION

Upon the termination or expiration of the contract, vendor shall, as soon thereafter as is feasible, vacate all parts of the premises occupied by the vendor, remove its vending machines and equipment and return the premises to Racine County, together with all the equipment furnished by Racine County pursuant to this agreement, in the same condition as when originally made available to the vendor, excepting reasonable wear-and-tear and fire and other casualty loss.

F. EXCUSED PERFORMANCE

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at Racine County are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

G. ASSIGNMENT / TRANSFER

Neither Vendor nor Racine County may assign or transfer this agreement, or any part thereof, without the written consent of the other party.

H. INDEPENDENT CONTRACTOR

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this agreement; that employees of the vendor are not nor shall they be deemed to be employees of Racine County; and, that employees of Racine County are not nor shall they be deemed to be employees of the vendor.

I. INDEMNIFICATION / INSURANCE

The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize Racine County for any losses incurred related to this contract.

Vendor shall indemnify Racine County against any loss, damage, injury or death caused by vendor's negligent acts or omissions or the negligent acts or omissions of vendor's agents or employees, or losses, damages, injuries or death caused by vendor's negligence and arising out of the consumption or use of the projects sold; provided, however, that nothing contained herein shall require vendor to defend or indemnify Racine County for losses, damages, injuries or death arising out of the negligence of Racine County, its agents or employees. In order to secure vendor's obligation to hold harmless and indemnify the County, Vendor shall procure and maintain the following insurance:

- 1. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
- 2. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
- 3. Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident:
- 4. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence;

The vendor shall add Racine County, its officers, agents and employees and additional insurers under the Commercial, General and Automobile liability policies;

J. CERTIFICATE OF INSURANCE

Upon notification of award and prior to issuance of contract, the vendor shall provide Racine County a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating and a license to do business in the State of Wisconsin and is signed by an authorized agent.

K. COUNTY FACILITIES EXEMPT FROM CONTRACT

The following locations within the County are exempt from this contract:

Racine County Jail

Racine County Huber Facility

Ridgewood Care Center "General Store"

L. TAX EXEMPT

All taxes are the vendor's responsibility as Racine County is a tax exempt municipality under WI Stats. 77.54(9)(a).

M. PERMITS LICENSES AND FEES

The selected vendor shall be responsible for obtaining and paying fees for permits, licenses and certifications required by Federal, State, County and Municipal laws, regulations, codes and ordinances for the performance of the work required in theses specifications and to conform with the requirements of said legislation.

N. LITERATURE

All vendors are required to submit with their bid, catalogs and/or descriptive literature with detailed manufacturer's specifications for each vending machine proposed.

O. WORK SITE DAMAGE

Any damage, including damage to finished surfaces of county facilities, resulting from the performance of this contract shall be repaired to Racine County's satisfaction at the vendor's expense.

P. PACKAGING, FOOD LAWS AND STANDARDS

All foods and food products shall be processed, packaged and delivered in accordance with regulations set by the USDA and Federal Food, Drug and Cosmetic Act.

Products shall be clearly marked with nutritional information and expiration dates. Items to be sold shall **not** be past their expiration date.

Q. AFFIRMATIVE ACTION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor page, you indicate your acceptance and compliance.

IV. SCOPE OF SERVICES

A. <u>OVERVIEW</u>

The intent of the IFB is to establish a vending service contract for locations within Racine County. The successful vendor will provide vending machines that can dispense canned and/or bottled drinks, refrigerated or frozen food, candy/snacks, hot beverages and change.

Bid conditions including either the word "must" or "shall" describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no vendors are able to comply with a given specification or condition, the Racine County Purchasing Division reserves the right to delete that specification or condition of the bid.

B. EQUIPMENT AND INSTALLATION

Vendors shall provide vending units that are of matching style and design in order to present a favorable appearance to the public. Units should be energy efficient, new or like new, in good mechanical condition, clean and undamaged inside and outside, and of reputable manufacture.

All equipment furnished by the service provider shall remain the property of the vendor and none of the equipment shall become part of any building.

Installation, proper connection, draining and relocation of equipment shall be the responsibility of the vendor. All machines will be placed as to not damage flooring in any location.

Vending machines to be installed by vendor shall match existing electrical and plumbing outlets (20 amp, 3/8 compression) and must fit into current allocated spaces. Electrical requirements shall be considered when placing machines. The vendor shall insure that no circuits are overloaded.

The Purchasing Coordinator must approve any deletions or additions of machines at any County location.

Racine County reserves the right to require the successful vendor(s) to increase or decrease the number or type of equipment at specified locations. At no time shall the increase or decrease of equipment change the percentage of commission paid to Racine County.

C. EQUIPMENT PER LOCATION

Vending machines to be installed by vendor shall be, at minimum, equal to the number and type of machines currently installed unless otherwise agreed upon by both Racine County and the awarded service provider. See Exhibit A for current equipment by location and Exhibit B for number of machines by type. Changes in the number, types or locations of machines after the commencement of the contract must be mutually agreed upon in writing.

D. DELIVERY / RESTOCKING

Not all machines will be replenished daily. Vendor shall establish delivery schedules acceptable to Racine County in order to maintain fresh products and adequate stock. See Exhibit C for current stocking schedules.

E. HOURS OF OPERATION

Machines located within business facilities are to be stocked during normal work hours. Most Racine County facilities are open from 8:00 a.m. until 5:00 p.m.; Monday through Friday.

F. PRICING AND COMMISSIONS

All services shall be furnished at the product sale price and shall be without any additional charges, regardless of the amount or quantity of services. Prices shall be consistent throughout all Racine County buildings. Prices shall be firm the first year of the contract. Any increases or decreases shall require prior approval by the Purchasing Coordinator.

Commissions shall be a percentage of gross sales after taxes are added. Commission payments shall be received by the County on or before the 15th of each month following the first full month of service. Payment shall be made payable to Racine County and sent to Racine County Finance Department – Purchasing Division, 730 Wisconsin Ave., Racine WI.

Reference Exhibit D for 2015 gross sales figures and 2016 current vending prices.

G. SALES RECORDS / REPORTS

A report detailing all gross sales and commissions by machine and location shall be submitted to the Racine County Finance Department - Purchasing Division on a monthly basis with each payment.

The Vendor shall maintain an accurate and complete record of all sales made through each of the vending machines. Vendor shall keep all records on file for a period of three (3) years from the date the record is made and vendor shall, upon reasonable notice, give Racine County the privilege of inspecting, examining, and auditing, during normal business hours, such of the vendor's business records which are directly relevant to the contract. The cost of such inspection, examination, and audit will be at the sole expense of Racine County and such shall be conducted at the vendor's location where said records are normally maintained.

Samples of reports shall be included with bid.

H. CUSTOMER SERVICE

Response time for repairs or problems shall be as follows:

- 1. Call back within one hour of initial call from Racine County.
- 2. Repair within 4 hours of initial call from Racine County.
- 3. If parts need to be ordered, machine shall be tagged as "out of order" until properly repaired. If tagged machine will be out of service for more than 48 hours, another machine must be put in its place the next business day.
- 4. Emergencies shall be handled immediately.

Vendor shall provide with the bid the location of the office from which service is to be performed, telephone number, facsimile number and the normal operating hours. Also include the telephone number, electronic mail address and contact name for service calls after hours.

V. VENDOR RESONSIBILITIES

The awarded vendor shall:

- 1. Furnish all supplies, equipment, management and labor necessary to perform specified services included in the contract during the initial term and subsequent extensions.
- 2. Provide paper plates, napkins, condiments and plastic spoons/forks for the areas with frozen/cold food vending machines (3 locations).
- 3. Cooperate with Racine County regarding limitations to area sanitation, waste containers, decorative motif, paper supplies, refunds, and scheduling of stocking items.
- 4. Keep the vending areas clear of all products packing material during the performance of this contract. It is the responsibility of the vending company to properly dispose of all cardboard and expired products.
- 5. Keep all equipment clean. Shelves and shelf liners must be cleaned of any spillage and be free of crumbs.
- 6. Provide Racine County with an itemized report by type of sale and location on a monthly basis. This report must include beginning and ending date of time period covered by commission check.
- 7. Be financially responsible for obtaining all required permits, licenses, bonds to comply with pertinent Racine County regulations and municipal, county, state and federal laws.
- 8. Assume liability for all applicable taxes.
- 9. Occupy and use the premises, as defined by Racine County, only for Vending Service.
- 10. Be responsible for any and all refunds to customers due to equipment malfunction. Vendor must submit refund procedure with their bid.
- 11. Agree that items relative to Vending Services which are not covered herein may be added to the bid and resulting contract with Racine County without voiding the provisions of the existing contract.

12. Furnish additional services to Racine County with additional consideration as needed to make them legally enforceable. Racine County intends to acquire Vending Service exclusively from the awarded vendor(s) with the exceptions as stated in Section III.L.

VI. RACINE COUNTY RESPONSIBILITIES

Racine County shall:

- Provide, without cost to vendor, the necessary space for the operation of said Vending Services.
- 2. Furnish without cost to vendor all utilities and facilities reasonable and necessary for the efficient performance of the agreement, including but not limited to the following: heat, lights and electric current, garbage removal services and exterminator services, and hot and cold water at County designated areas.
- 3. Install, at its own expense, any utility outlets at the County designated areas where the vending equipment is to be located.
- 4. Provide building maintenance and janitor service without cost to vendor in order to keep the Vending Service area and the premises in a safe clean condition.
- 5. Have the right to make reasonable regulations on the method of service, opening and closing hours, safety, sanitation, maintenance and use of Vending Service areas and the vendor agrees to comply with such regulations.
- 6. Not guarantee an uninterrupted supply to electricity or heat.
- 7. Be diligent in reporting service problems following an interruption.
- 8. Not be liable for any loss which may result from the interruption or failure of any such utility services.
- 9. Arrange for safe access to and make all provisions for the Vending Service and its agents and employees to enter public and private property as required for the Vending Service to perform services under this contract.

VII. REFERENCES

Vendor shall provide list of at least three (3) current clients with similar requirements as specified in this bid. Reference information shall include business name, address, contact name, phone number, fax number and e-mail address of a person that may be contacted. Racine County is especially interested in receiving references from projects that most closely match the requirements as described in this IFB.

VIII. METHODS OF BID

Vendors have the following options when submitting bids for vending services. The award shall be made to the combination of bidder(s) that results in the greatest overall commission for Racine County. This may be one exclusive bidder or two separate awards.

A. BASE BID - ALL INCLUSIVE

Vendor shall provide all hot & cold beverages, snacks, cold/frozen foods at named prices and commissions. Commissions shall be paid monthly based on gross sales as specified in Sec. IV.F.

B. SPLIT AWARD

Racine County shall consider two (2) separate awards for the vending services:

- COLD BEVERAGES ONLY includes soda, juice and water.
 Commissions shall be paid monthly based on gross sales as specified in Sec. IV.F.
 - 2. NON-COLD BEVERAGES ONLY includes hot beverages, snacks, cold/frozen food.

Commissions shall be paid monthly based on monthly gross sales as specified in Sec. IV.F.

C. ALTERNATE BID - GUARANTEED MINIMUM ANNUAL GROSS SALES

Commissions shall be paid in twelve (12) equal amounts with reconciliation (if necessary) at the end of each 12 month period.

IX. REQUIREMENTS OF BID PACKAGE

The following items shall be included in the vendor's bid package:

- 1. Certification of Vendor Page
- 2. Bid Form
- 3. List of products available for each type of vending machine
- 4. Service location with operating hours, contact name and number.
- 5. Sample monthly reports
- 6. Descriptive literature with detailed manufacturer's specifications for each vending machine proposed
- 7. Retail pricing of products from vending machines
- 8. Description of refund procedures
- 9. References

X. BASIS OF AWARD

A. COMPLIANCE WITH IFB

Bids submitted must be in strict compliance with the terms of the Invitation for Bid. Failure to comply with all provisions of the IFB may result in disqualification

B. CONDITIONS OF AWARD

All vendors, by submission of their respective bids, agree to abide by the rules, regulations, and procedures of Racine County.

By submitting a bid, the vendor thereby agrees that Racine County's decision concerning any submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that Racine County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable described in the IFB. All materials submitted become the property of Racine County and may be available to the public.

C. QUALIFICATIONS AND EXPERIENCE

Racine County shall determine if bidder(s) are financially, managerially and operationally capable of providing the required services based on the vendor's response to the bid and references provided. If requested, vendors shall provide documentation of equipment, personnel and organization to ensure that they can satisfactorily execute the contract if awarded. Only those vendors determined to be capable and currently operating Vending Services shall be considered.

Vendors must possess a minimum of three years of verifiable experience doing business in the State of Wisconsin.

D. AWARD

It is the intent of the County to award the Contract to the combination of bidder(s) that result in the greatest overall commission for Racine County. This may be one exclusive bidder or two separate awards.

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. In making the award for furnishing this work and material, factors other than price may

be considered such as vendor's reputation for installing a quality product and providing ongoing support for equipment shall also be considered.

Award may be made without discussion with vendors; therefore, vendors are cautioned that proposals should be submitted initially on the most favorable terms.

E. TIE BIDS

If two (2) or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final.

F. NEGOTIATE

Racine County reserves the right to negotiate price with successful vendor prior to awarding contract and during the contact period.

G. NOTICE OF AWARD

Racine County will notify the selected vendor as soon as practical of the selection. Written notice of award to vendor in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the Certification of Vendor page will be considered sufficient notice of acceptance of bid.

Racine County will notify all non-awarded vendors of the awarded service provider in the form of a letter mailed to the address shown on the Certification of Vendor page.

BID FORM 1 BID #16-FIN-002

VENDING SERVICES

We the undersigned, in compliance with the Invitation for Bid for Vending Service dated July 21, 2016, hereby bid the following commissions to Racine County for all vending machines as follows:

BASE BID - ALL INCLUSIVE AWARD

Includes hot & cold beverages, snacks, and cold/frozen foods.

<u>Product</u>	Commission	Product Sale Price
Soft Drinks	%	
oz. Bottles		\$
oz. Cans		\$
Juice	%	
oz. Bottles		\$
oz. Cans		\$
Snacks	%	
Candy		\$
Gum/Mints		\$
Snacks (small)		\$
Snacks (large)		\$
G.18.6.1.6 (18.1.9.6)		\$
		\$
		\$
		\$
		\$
		·
Hot Beverage	%	
Coffee – small (oz) Coffee – large (oz) Specially Coffee – small (oz)		\$
Coffee – large (oz)		\$
Specialty Coffee – small (oz)		\$
Specialty Coffee – Large (oz)	\$
Cold Foods	%	
		\$
		\$
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Frozen Foods	%	
		\$
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		\$

BID FORM 2 BID #16-FIN-002

VENDING SERVICES

We the undersigned, in compliance with the Invitation for Bid for Vending Service dated July 21, 2016, hereby bid the following commissions to Racine County for the specific vending machines as listed in Option 1 and/or Option 2 as follows:

Includes soda, juice and water.		
Product	Commission	Product Sale Pr
Soft Drinks	%	•
oz. Bottles		\$
oz. Cans		\$
Juice	%	
oz. Bottles		\$
oz. Cans		\$
N 2 – NON COLD BEVERAGE ITEM Includes snacks, candy, gum/mints		d cold/frozen foods
	_	
Snacks	%	ው
Candy		\$
Gum/Mints		\$
Snacks (small)		\$
Snacks (large)		\$
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		\$
	-	\$
Hot Beverage	%	
Coffee – small (oz)		\$
Coffee – large (oz)		\$
Specialty Coffee – small (07)	\$
Specialty Coffee – Large (Ψ
Specially Collee – Large (Ψ
Cold Foods	%	Φ.
		\$
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Frozen Foods	%	\$ \$
Frozen Foods	%	\$ \$
Frozen Foods	%	\$ \$ \$
Frozen Foods	%	\$ \$ \$ \$
Frozen Foods	%	\$ \$ \$

BID FORM 3

Bid # 16-FIN-002

VENDING SERVICES

ALTERNATE BID - GUARANTEED MINIMUM ANNUAL GROSS SALES

The bidder, in compliance with the Invitation for Bid for Vending Service dated July 21, 2016, hereby guarantees the minimum annual gross sales for the cold beverage and non-cold beverage items as listed below. Monthly commissions shall be calculated using the rate specified on either BID FORM 1 or BID FORM 2 as indicated below with reconciliation (if necessary) at the end of each 12 month period.

GUARANTEED MINIMUM ANNUAL GROSS SALES	S	
Group Award – all equipment	\$ 84,800	
Split Group Award Cold Beverages only	\$ 42,000	
Non-Cold Beverages only	\$ 38,850	
<u>OR</u>		
The bidder, at his option, may elect to quote a lower	r annual gross sales guarantee*.	
Group Award – all equipment	\$	
Split Group Award Cold Beverages only	\$	
Non-Cold Beverages only	\$	
*NOTE: Do not select this option unless a lower minimum annual gross sales guarantee is intended.		
Monthly commissions shall be calculated using the	commission rates specified on (check one):	
BID FORM 1		
BID FORM 2		

REFERENCES BID #16-FIN-002

VENDING SERVICES

1st Ref	<u>ference</u>	
	Company Name:	
	Contact Individual:	
	Address:	
	City/State/Zip:	
	Telephone #:	Fax#:
	E-Mail:	
2nd Re	eference Company Name:	
	Contact Individual:	
	Address:	
	City/State/Zip:	
	Telephone #:	Fax#:
	E-Mail:	
3rd Re	ference Company Name:	
	Contact Individual:	
	Address:	·····
	City/State/Zip:	
	Telephone #:	Fax#:
	F-Mail:	

CERTIFICATION OF VENDOR BID #16-FIN-002

VENDING SERVICES

After carefully examining the specifications, and having become acquainted with all conditions of the County, I certify on behalf of my company that we can meet these requirements as stated in our Bid.

Company:	
Signature:	Authorized Representative
	/ tatilonzed representative
Print/Type Name:	
Address:	
City, State, Zip:	
Telephone:	Fax:
e-Mail Address:	
Date:	

EXHIBIT A

VENDING MACHINES BY LOCATION BID #16-FIN-002

Vending machines currently located in each building are as follows:

COURTHOL	JSE
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Basement 2 – Cold Beverage 1 – Hot Beverage 1 – Glass front Snack 1 – Cold/Frozen Food

1 – Cold/Frozen Food 1 – Microwave Oven

1 – Change Machine (\$5 min)

8TH FLOOR 1 – Cold Beverage 1 – Glass front Snack

DENNIS KORNWOLF SERVICE CENTER

Break room 1st Floor N 1 – Cold Beverage

1 – Glass front Snack1 – Hot Beverage1 – Microwave Oven

Break room 1st Floor S 1 – Cold Beverage

Break room 2nd Floor 1 – Cold Beverage

1 – Glassfront Snack 1 – Cold/Frozen Food 1 – Microwave Oven

Break room 3rd Floor 1 – Cold Beverage

1 – Glass front Snack1 – Microwave Oven

Detention 4th Floor 1 – Cold Beverage

1 – Glass front Snack

IVES GROVE

Assignment Room 1 – Cold Beverage 1 – Glassfront Snack

Auditorium – Hallway 1 – Cold Beverage

1 – Glass front Snack

HIGHWAY DEPT – Rochester Shop 1 – Cold Beverage

LAW ENFORCEMENT CTR 2 – Cold Beverage

1 – Hot Beverage1 – Glass front Snack

1 – Change Machine (\$5 min)

RIDGEWOOD CARE CENTER

1ST Floor 2 – Cold Beverage

1 – Hot Beverage1 – Glass front Snack

1 – Cold/Frozen Food & Juice1 – Change Machine (\$5 min)

Basement 1 – Cold Beverage

EXHIBIT A

SHERIFF – PATROL STATION 1 – Glass front Snack

WESTERN RACINE SERVICE CENTER 1 – Cold Beverage

EXHIBIT B

VENDING MACHINES BY TYPE BID #16-FIN-002

Locations by type of vending machine type are as follows:

COLD BEVERAGE (17) Courthouse (3)

DK Service Center (5)

Ives Grove (2)

Law Enforcement Center (2) Ridgewood Care Center (3)

Rochester (1)

W Racine Service Center (1)

HOT BEVERAGE (4) Courthouse (1)

DK Service Center (1)

Law Enforcement Center (1) Ridgewood Care Center (1)

SNACK (11) Courthouse (2)

DK Service Center (4)

Ives Grove (2)

Law Enforcement Center (1) Ridgewood Care Center (1) Sheriff Patrol Station (1)

COLD/FROZEN FOOD (3) Courthouse (1)

DK Service Center (1)

Ridgewood Care Center (1)

MICROWAVE (4) Courthouse (1)

DK Service Center (3)

Ridgewood Care Center (1)

CHANGE MACHINE (4) Courthouse (1)

Law Enforcement Center (1) DK Service Center (1) Ridgewood Care Center (1)

EXHIBIT C

STOCKING SCHEDULES BID #16-FIN-002

COUNTY LOCATIONS

STOCKING REQUIREMENTS

COURTHOUSE - BASEMENT 2X per Week 730 Wisconsin Ave., Racine Tuesday, Friday

COURTHOUSE – 8TH FLOOR JURY ROOM 1X per Week 730 Wisconsin Ave., Racine Monday

DENNIS KORNWOLF SERVICE CENTER 3X per Week
1717 Taylor Ave., Racine Monday, Wednesday, Friday

IVES GROVE COMPLEX & SHOP 2X per Week 14200 Washington Ave., Sturtevant Monday, Thursday

LAW ENFORCEMENT CENTER 2X per Week 717 Wisconsin Ave., Racine Monday, Thursday

RIDGEWOOD CARE CENTER 3X per Week
3205 Wood Rd., Racine Monday, Wednesday, Friday

ROCHESTER SHOP 2X per Month 31929 Academy Rd., Burlington 1st and 3rd Week of Month

SHERIFF DEPT - SUB-STATION 1X per Week
14116 Washington Ave., Sturtevant Vendor's Choice*

WESTERN RACINE SERVICE CENTER 1X per Week 209 N. Main St., Burlington Vendor's Choice*

*Vendor's Choice of day must remain consistent each week

EXHIBIT D

CURRENT VENDING SERVICES BID #16-FIN-002

2015 GROSS SALES FIGURES

<u>Product</u>		Gross Sales
Coffee		\$ 2,805
Food		\$ 5,582
Snack		\$ 30,459
Soda		\$ 41,968
	GRAND TOTAL	\$ 80,814

CURRENT VENDING PRICES:

Soda (20 oz bottle)	\$1.50
Water (20 oz bottle)	\$1.00
High Caffeine / Sport Drinks (16 oz bottle)	\$1.75 to \$2.00
Juice (bottle)	\$1.50
Coffee (8 oz cup)	\$.50
Coffee (12 oz Cup)	\$.75
Specialty Coffee (8 oz Cup).	\$.50
Specialty Coffee (12 oz Cup)	\$.75
Candy	\$.85 - \$1.00
Gum/Mints	\$.50
Snacks (chips, etclarge)	\$.6585
Frozen foods	\$.75 to \$2.50