

# The City of Takoma Park Recreation Department

7500 Maple Avenue, Takoma Park, MD 20912 Voice 301-891-7290; Fax 301-270-8794

# Invitation for Proposal #RFP-2022-06-10REC

PROPOSALS FOR: Vending Machine Services

PROPOSAL DUE:

On or before July 15, 2022 at 4:00 p.m. at the City of Takoma Park Recreation Department 7500 Maple Avenue Takoma Park, MD 20912

MAIL OR DELIVER PROPOSAL (3 COPIES) TO:

City of Takoma Park Attention: John Webster 7500 Maple Avenue Takoma Park, MD 20912

### MARK ENVELOPE:

Vending Machine Services

THE CITY OF TAKOMA PARK, MARYLAND RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT EXPLANATION.

Any inquiries concerning the specifications should be directed to: John Webster Recreation Manager City of Takoma Park 7500 Maple Avenue Takoma Park, MD 20912

Tel (301) 891-7290 E-mail:johnw@takomaparkmd.gov

# **Invitation for Proposal**

### <u>Purpose</u>

The City of Takoma Park is accepting proposals from vending machine companies to provide Vending Machine Services for the City of Takoma Park and its facilities. We invite your organization to submit a *detailed proposal* to us by July 15, 2022 for consideration. A description of our organization, the services needed, and other pertinent information follows:

### **Background**

The City of Takoma Park is located in Maryland bordering the District of Columbia, Montgomery and Prince George's Counties. The City of Takoma Park is a municipality of approximately 17,000 persons in Montgomery County, Maryland, adjacent to Prince George's County and the District of Columbia. These citizens are diverse in age, ethnicity, language, economic condition, and length of residence. Takoma Park is also the home of many writers, musicians, and artists.

### **General Description & Background Information**

The City of Takoma Park, Maryland, hereby solicits a proposal for furnishing all equipment, materials, supplies, and labor to provide for the supply and service of **vending machines** for food, snacks and non-alcoholic beverages to serve its staff and patrons at various locations throughout the City of Takoma Park, Maryland.

The City of Takoma Park is looking for a contractor who will provide such services and be willing to share in the profits from the venture.

This is a Request for Proposal, and as such, the City reserves the right to clarify, negotiate, and correct errors taken by bidder(s)

Throughout the term of the resultant contract(s), the City of Takoma Park reserves the right to increase or decrease the number of vending machines at each site, services requested, and/or to expand the services to other City sites. Such changes to the contract, or additional contracts, shall be at the same prices, terms, and conditions provided herein.

### **Background Information:**

### **About City Services**

City of Takoma Park is located organizationally under the City Manager and City Council, and is operated under the direction of the City Manager or their representative. The City of Takoma Park provides a diverse range of support programs and services to the community, including the following department units:

- Housing Services, Community Planning, Landlord & Tenant Services
- Recreation Services; Programs and Services: Recreation and Fitness, Outdoor Programs, Arts and Events, Child Care, Senior Services, Facilities Management; Transportation Services: Shuttle Services, Trip Services
- Police Services
- Library Services
- Passport Services
- Public Works Services, Trash & Recycling, Storm water, Streets, Parks & Gardens & Trees

Through our partnerships, collaborative efforts, professional management, and staff expertise we are a valued contributor to the quality of life in Takoma Park. City of Takoma Park provides quality services to support the daily work-life needs of the residents, staff, and visitors of Takoma Park. City Services contributes to the enrichment and development of the community through:

- The application of funds generated from taxes and revenues to support innovative programs and facilities
- The provision of gathering spaces and facilities for social, cultural and intellectual exchange
- Sponsorship and collaboration on arts, entertainment and cultural events

City of Takoma Park provides services that are flexible and adaptable to changing residents' needs and desires. Driven by resident input, our services reflect the needs and wishes of the diversity of the Takoma Park community.

### **RFP Timetable**

• Friday, June 10, 2022	RFP Vending Machine
ServicesIssued	
• Friday, July 8, 2022	Deadline for Questions Submitted
(emails only)	
• Friday, July 15, 2022	Hard Copy Bid Submittal Due
Date by 4:00 p.m.	
• Friday, July 29, 2022	
Completion of Bid Evaluations	
Wednesday, August 3, 2022	Intent to Award
Contract Announced	
Thursday, August 4, 2022	Contract
Signed & Executed	
• Monday, August 8, 2022	
Contract Commences	

The City of Takoma Park does not guarantee the above schedule and reserves the right to modify this schedule to best meet its needs. *The commencement period includes a possible switchover period from incumbent to possibly a new service provider and/or services.* 

### Proposals are due by July 15, 2022 at 4pm.

### **Vending Machine Services**

### Scope of Work

The City of Takoma Park Recreation Department is seeking to enter into a contract for Vending Machine Services that must be able to perform the following functions and tasks:

Contractor will install and manage vending machines at various City of Takoma Park locations and facilities. It shall be the Contractor's responsibility to operate a vending machine business at optimum professional and food safety standards and to provide high quality products at all times. Contractor shall ensure that machines are in good operating condition at all times, which includes maintenance, servicing, temperature monitoring and the replenishment of items dispensed by the machines.

Contractor will install the follow types of vending machines:

- o Snack (non-perishable)
- o Drink (Bottle or Can)

Contractor will provide a machine implementation schedule to be operational on **08/08/2022** at all locations.

Contractor will provide specifications for operational temperatures for each machine and submit their temperature control audit reports on machines to be used in this contract.

Contractor will submit a replenishment schedule in parallel with their pricing proposal.

Contractor may propose new, innovative vending ideas to the City of Takoma Park for placement at City locations.

Contractors' equipment must be energy efficient machinery – "Energy Star" equivalent or equipped with an energy miser.

Contractors' equipment must be suitable to operate with the existing physical plant, layout, utility and outlet locations to avoid blowout of utilities.

Contractor shall install equipment at the locations on the attached list within five (5) days of the effective date of the contract.

Eighty (80) percent or higher of the machines shall be capable of handling \$1.00 bills (validator/ bill accepter). Contractor may change (with prior approval from the City) the type of machines in each location as long as the selection of product meets or exceeds existing offerings listed below. <u>Inability to supply new machines as requested shall be considered breach of contract and grounds for termination.</u>

The Contractor warrants and represents that the equipment, when delivered, shall meet or exceed all applicable standards and requirements of the Maryland Occupational Safety & Health Act and Maryland Retail Food Code.

All equipment to be supplied with a three-wire grounded power cord and wired with approved plugs.

Machine malfunctions: Contractor shall provide machine maintenance and repair service between the hours of 9:00 a.m. and 5:00 p.m. Monday - Friday. Service technicians shall arrive promptly at the site of any machine reported as malfunctioning within twenty-four (24) hours of malfunction notification. A copy of the work order noting the cause and remedy of the malfunction is to be provided to the assigned City Staff.

Contractor shall maintain a log of all City inquiries, including requests for addition or removal of machines, service problems and requests for refunds. Requests for service are to be responded to within 24 hours after receipt of request by phone and followed up in a written request.

Machines shall be subject to annual audit by City of Takoma Park Staff, and any necessary corrective actions must be corrected within the requested time frame.

The contractor will need to have all of their machines provide 50% healthy choice options. Please see an example of healthy snacks below (Exhibit B).

Contractor will list products that will be provided and the price of each product. Any increase from the stated prices must be approved by both parties in writing in advance.

The Contractor shall receive 75% profit from the three vending locations that they will install in the City of Takoma Park (Community Center, Public Works & Recreation Center).

### **Contingencies and Changes**

Bids shall be a firm offer for one-hundred twenty days (120) not made contingent with any events that will occur after the contract is awarded and should be inclusive of any and all charges to the City of Takoma Park.

### GENERAL CONDITIONS CITY OF TAKOMA PARK, MARYLAND

The General Conditions set out below shall apply to all proposal solicitations for the City of Takoma Park, Maryland. Proposers are responsible for informing themselves of these requirements prior to submission of bids. Failure to do so will be at the proposer's own risk, and pleas of error or ignorance shall not be honored. Proposers requiring additional information about the General Conditions set forth below should consult Gregory Clark at (301) 891-7290.

I. <u>RECEIPT OF PROPOSALS.</u> If received after the Proposal Due Date set forth in the Invitation to Submit a Proposal, amendments thereto, or requests for withdrawal of proposals will not be considered.

Properly marked proposals received prior to the Proposal Due Date will be securely kept unopened, in the Finance Office. The City Manager or duly appointed representative will determine when the specified time has arrived and, with the following exception, no proposal shall be received thereafter. Should a proposal arrive by mail after the due date, but before award is made, and the City Manager is satisfied that the non-arrival was solely due to delay in the mail, beyond the proposer's responsibility, it may be received and considered.

No liability shall attach to the City or appointed City representative(s) for the premature opening of an improperly addressed or improperly identified proposal.

II. <u>RECEIPT OF PROPOSALS</u>. No proposals shall be handled so as to permit disclosure of the identity of any proposer or the contents of any proposal to competing proposers during the evaluation process. A register of proposals shall be prepared containing the name of each proposer, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open to public inspection only after contract award. Unless otherwise specified by the City, all proposals submitted shall be binding for City acceptance for one-hundred twenty (120) days from the date of the proposal opening.

III. <u>AWARD OR REJECTION OF PROPOSALS.</u> Contract shall be awarded to a responsive and responsible proposer. Unless otherwise specified, the City reserves the right: (1) to award in part or in whole, (2) to reject any or all proposals, and (3) to waive any information in proposals, and (4) to award so as to best serve the interest of the City.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete on time, contracts of a similar nature, or a proposal of a proposer who, investigation show is not in a position to perform the contract.

The proposer must supply all information required by the Invitation for Proposal, Instructions to Proposers, Specifications, and Proposal Forms. The Proposal Form must include an itemization of steps, costs and hours associated with each step, corresponding to the steps listed in the Scope of Services. Failure to fill all blanks may result in disqualification of the proposal.

A written notice of award (or acceptance of proposal) shall be provided to the successful proposer within the specified acceptance period. It may be in the form of a letter or a purchase order, either of which shall be deemed a binding contract without further action by either party. If a formal contract is required, it shall be written and issued for execution.

IV. <u>QUOTATION.</u> Prices proposed shall not include Federal, State or Local taxes. The City of Takoma Park is exempt from taxes however; the contractor/vendors are not agents and/or employees of Takoma Park. Therefore, contractors/vendors shall pay all applicable taxes that may arise while attempting to obtain goods, services, and/or any other merchandise for this proposal.

Proposers must submit any and all exceptions to conditions of specifications in writing at time of proposal as part of the proposal submission.

Specific requirements as to the proposal bond shall be incorporated in individual proposal specifications, if required. Although performance bonds may be directly addressed in the specifications, the City reserves the right to require a performance bond as it deems may be in the City's best interest to do so, at time of award.

<u>PURCHASERS RIGHT OF SELECTION:</u> The City reserves the right to accept proposals by items or as a whole, or, at its discretion, reject any and all proposals and re-advertise. The purchaser reserves the right to reject any and all proposals which comply with these specifications, or to accept a higher proposal which complies, provided that, in the judgment of the purchaser, the items offered under the higher proposal have additional values or functions which justify the difference in price.

The City will evaluate the proposals on the following criteria:

- The ability to meet the stated quotation requirements. (25%)
- Competency, experience and qualifications of Vendor and key personnel. (15%)
- Past proven performance and experience in Landscape Maintenance & Management services and operations of a similar scope and nature required herein. (25%)
- Fee schedule and estimated cost for performing the services called for in the Scope of Work. (10%)
- The results of the itemized list including detailed pricing for all functions outlined in this proposal. (10%)
- Ongoing maintenance and upgrades for Landscape Maintenance & Management. (15%)
- At least three (3) references. (5%)

Prior to final selection the City may schedule interviews with those firms whose proposals receive the highest overall rating based on the criteria outlined above.

The City of Takoma Park, Maryland reserves the right to reject any or all proposals without explanation.

### Proposal Format and Instructions:

Proposers shall make a proposal by completing, executing and submitting all affidavits, certificates, and proposal forms. This includes filling in all blanks, as appropriate and notarized signatures, as applicable.

Interested firms are cautioned to provide in their proposal as much detail as they feel necessary to relate the firm's capabilities, experience, services offered and approach to the requirements outlined in this RFP. The proposal must be concise and clear. Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings and other presentation aids are not required.

The proposal must contain the name of firm submitting proposal, main office address, when organized, if a corporation, when and where incorporated, appropriate Federal, State, and County registration numbers.

Proposers are encouraged to provide sample(s) of final product format of similar projects.

This proposal must include a detailed description of activities that are to occur, significant milestones, and anticipated deliverables.

The proposers also may comment, if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the Scope of Service and may propose alternative approaches.

<u>Organizational and Staff Experience</u>: Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter area.

<u>References</u>: Three (3) references similar in scope to this search which your firm has completed over the past five (5) years, including the name of the organization, the name of a contact person and telephone number, and a brief description of the project (number of employees, number of different jobs/classes, work performed, etc.). References may be checked prior to award. Any negative responses may result in disqualification of the proposal.

<u>Personnel:</u> Full-time and part-time staff, proposed Consultants, and subcontractors who will be assigned direct work on this project should be identified. Information is required which will show the completion of the task or work group, its specific qualifications, and recent relevant experience. The technical area, character and extent of participation by any subcontractor or Consultant activity must be indicated and the anticipated sources must be identified.

Resumes of staff and proposed Consultants are required which will indicate educational background, relevant experience with the subject matter of the project. Current telephone numbers must be included. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the proposer, if relevant.

The proposal shall list the names and telephone numbers of the principal party authorized to conduct negotiations for the proposer.

Multiple or Alternate Proposals: Multiple or alternate proposals will not be accepted. Multiple or alternate rates for any service will not be accepted.

<u>Pricing:</u> The subsequent contract negotiated with the successful proposer shall be considered a FIRM FIXED PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of this contract. A flat fee along with an estimate of hours and hourly rates should be included in the proposal. The Proposal must include an itemization of steps, costs and hours associated with each step, corresponding to the steps listed in the Scope of Services.

<u>Parties to and Form of Contract</u>: The contract entered into as a result of this RFP will be between a responsible proposer submitting an acceptable proposal as Contractor and the City. A contract will be prepared by the City Attorney as a Firm Fixed Price Contract.

<u>Data Sources:</u> All available data in the possession of the City that may be of relevance to this project will be made available to the Consultant, however, any costs for securing other data or processing, analyzing, or evaluating City data must be included in the contract fee.

<u>Key Personnel:</u> The personnel named in the proposal shall remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Deputy City Manager.

<u>Changes:</u> The City of Takoma Park may at any time by written order require changes in the services to be performed by the Consultant. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.

No services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior written authorization of the Deputy City Manager.

<u>Trade Secrets/Proprietary Information</u>: Trade secrets or proprietary information submitted by a bidder, proposer, or consultant in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the proposer or Consultant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the proposer, or Consultant.

<u>Safeguard of Information</u>: Any information, reports, or other materials given to, prepared or assembled by the Consultant under the contract shall not be sold or otherwise made available to any individual or organization without prior written approval of the Deputy City Manager.

<u>Access to and Inspection of Work:</u> The City of Takoma Park shall at all times, have access to the work being performed under this contract whenever it may be in progress or preparation.

<u>Amendment or Cancellation of Request For Proposal (RFP)</u>: If it becomes necessary to amend this RFP, notice of the amendment will be given to all prospective proposers who were sent or are otherwise known to have obtained this RFP. This RFP may be canceled as provided in the City procurement Code.

<u>Submission:</u> A proposer must submit one original and two (2) copies of the proposal to the City of Takoma Park, 7500 Maple Avenue, on or before **July 15, 2022 by 4:00 p.m**. Requests for extensions of the date and time will not be granted. No late proposal or late request for modification will be considered.

<u>BILLING AND PAYMENT:</u> Bills must be submitted in duplicate. Original and one copy shall be forwarded to the City of Takoma Park. Payment will be made only upon final acceptance by the City of Takoma Park. Partial delivery will be accepted but invoices will not be approved for payment until all articles, on any given purchase order, are delivered and accepted. Payment cannot be arranged until thirty (30) days after complete delivery of items on a given order.

<u>RESERVATIONS AND ANNULMENTS</u>: The right is reserved by the City to reject proposals for any and all of the items, and/or to waive technical defects if in its judgment the interest of the City shall so require. The City also reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon the City materials, products and/or workmanship inferior to that required by the Contract, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the City to damages for the breach of any covenant of the Contract by the Contractor.

Should the Contractor fail to comply with the conditions of this Contract or fail to complete the required work within the time stipulated in the Contract, except for circumstances beyond his control, including but not limited to Act of God, war, flood, governmental restrictions and inability to obtain transportation, the City reserves the right to purchase the required articles from the open market, or to complete the required work at the expense of the Contractor, and to withhold all money that may be due or become due and apply same to any incurred expenses to the city that may be consequent on the Contractor's failure.

Should the Contractor be prevented from furnishing any item or items, or from completing the required work included in this contract, by reason of such failure caused by circumstances beyond his control, including but not limited to Act of God, war, flood, governmental action, and inability to obtain transportation, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

<u>SUB-CONTRACTORS</u>: The Contractors shall give their personal attention constantly to the faithful execution of this contract, shall keep the same under their control, and shall not assign by power of attorney or otherwise, sublet the work or any part thereof without the previous consent of the City Manager in writing of the name of such subcontractor intended to employ, the portion of the material to be furnished, their place of business, and such other information as the City Manager may require. The Contractor shall not legally or equitably

assign any of the monies payable under the contract or its claim thereto, unless by and with like consent of the City Manager.

<u>COMPLIANCE WITH SPECIFICATIONS</u>: The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the City Manager.

<u>CONTRACTOR'S CERTIFICATION OF NON-INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY</u>: In order to comply with all provisions of the Invitation, Proposers shall fulfill requirements of Section 14.04.060 of Takoma Park City Code Takoma Park Nuclear Free Zone Act, by furnishing, as an attachment with the proposal, a notarized original of the City's Contractor's Certification of NON-INVOLVEMENT in the Nuclear Weapons Industry.

<u>CONTRACT</u>: The proposal, with respect to all items accepted, and all papers accompanying the same, including the Schedule and continuation sheets, if any, the Specifications, Percentage Split, the Instructions to Proposers, these General Conditions, and other papers and documents referred to in any of the foregoing, including lease or purchase agreements and service contracts, shall constitute the formal Contract between the proposer and the City of Takoma Park. By agreement of both parties, this contract may be renewed or extended for up to two (2) additional on- year terms following the expiration of the initial one year term.

<u>BREACH OF CONTRACT</u>: The City has the option to deem the Contractor in breach of Contract for any or all of the following reasons.

- Repeat violations of any of the agreement terms.
- Criminal conduct.
- Incompetence or negligence in carrying out the Contract terms.
- Abandonment of work due to bankruptcy.

If the City determines the Contractor to have breached the Contract, the City shall notify the Contractor by written notice of the determination. The City may also grant the Contractor an opportunity to cure the breach within fifteen (15) days of receipt of notice. The City may also, at its option, elect to terminate the Contract upon ten (10) days' notice to the Contractor. The City shall not be obligated to pay the Contractor any additional sum after the Contract termination for service after the Contract termination date. Furthermore, the City may pursue whatever legal action is at its disposal to recover financial damages or excess costs which result from default of services, including withholding any payment for services performed prior to determination of breach, conclusive upon the parties thereto. In the meantime, the Contractor shall diligently proceed with the work as directed. It is further agreed that the above procedures will be considered a condition precedent to litigation and payment.

<u>COVENANT AGAINST CONTINGENCY FEES</u>: The undersigned person authorized to execute this agreement on behalf of the contracting firm hereunder warrants that he or she or any member of the contracting firm has not employed or retained any representative, individual or firm, other than a bona fide employee working solely for the contracting professional or firm to solicit or secure any contracts hereunder and furthermore warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission,

percentage, gift or any other consideration contingent upon or resulting from the award of a contract under this proposal.

<u>AWARDS:</u> It is the intention to award this contract to the proposer submitting the most favorable price with consideration being given to any previous performance for the City or State government as to quality of service, and acceptable recommendations, and with regard to the proposer's ability to perform should they be awarded the contract. The City reserves the right to make awards according to the best interest of the City of Takoma Park, Maryland.

<u>INSURANCE/TAX BENEFITS:</u> Prior to commencement of work under any contract awarded as a result of the proposal, the proposer must obtain at its own expense and keep in force for the term of any contract sufficient amount of Worker's Compensation Insurance and general commercial liability insurance. The City must be named as an additional insured on all liability policies. The proposal should include a statement from the proposer agreeing to this provision.

All income taxes, retirement, workers' compensation, and other fringe benefits shall be the responsibility of the Consultant.

Location	Address	Beverage	Snack	Combo (Beverage & Snack)	% of Healthy Snacks
1. Takoma Park Community Center Lobby	7500 Maple Avenue, Takoma Park, MD 20912	1	1		50%
2. Takoma Park Recreation Center	7315 New Hampshire Avenue, Takoma Park, MD 20912			1	50%
3. Takoma Park Public Works	31 Oswego Avenue, Silver Spring, MD 20910	1	1		

## Exhibit A – VENDING MACHINE LOCATIONS & TYPES

# Exhibit B-Example of Healthy Snacks

Frito Sun Chips Original & Harvest Cheddar	1 oz.				
Smartfood White Cheddar Popcorn	1 oz.				
Snyder Olde Tyme Pretzels	1.58 oz.				
Snyder Fat Free Thin Pretzels	1.5 oz.				
Reduced Fat Sunshine Cheez It	1.5 oz.				
Good Health Natural Foods Veggie Stix	1.0 oz.				
Frito Baked Lays LSS (Reg./BBQ/Sour Cream & Onion)	1.25 oz.				
Dole Plastic Fruit Cups (Peaches/Pineapple/Tropical Fruit)	7.0 oz.				
Welches Fruit Snacks (Assorted Flavors)	2.25 oz.				
Quaker Oatmeal To Go	1.4 oz.				
Rice Krispie Treat	1.3 oz.				
Chex Mix, Traditional Sweet/Salty Mix & Muddy Buddy	1.7 oz.				
Sensible Portions Garden Veggie	1.0 oz.				
(Lightly Salted, Rosemary Olive Oil)					
Terra (Vegetable/Sweet Potato)	1.0 oz.				
Eat Smart Veggie Crisps	1.25 oz.				
Austin Zoo Animal Cookies	2.125 oz.				
Kar Energy Mix	2.25 oz.				
Wheat Thins Veggie Crisps	1.75 oz.				
Nature Valley Granola Bars	1.5 oz.				
(Oat & Honey, Maple & Brown Sugar)					
Sweet & Salty Mix	2.25 oz. / 1.25 oz.				
Kettle Chip 40% Less Fat (Original & BBQ)	1.25 oz.				

Planters Lightly Salted Peanuts	1.0 oz.	
Salted Cashews	1.0 oz.	
Nutri-Grain Bars (Strawberry / Apple)	1.3 oz.	
Nutri-Grain Chewy Granola Bars	1.3 oz.	
(Chocolate Chip / Honey Oat & Raisin)		
Snackwell's Crème Sandwich Cookies	1.7 oz.	
Combos Baked Snacks	1.5 oz.	
Cape Cod Kettle Cooked 40% Reduced Fat	1.5 oz.	
Nature Valley Sweet & Salty Bar	1.2 oz.	
Kashi 90 Calorie Caramelized Onion Hummus Crisps	1.0 oz.	
Kashi 90 Calorie Sun Dried Tomato, Basil & Feta Hummu	ıs Crisps	1.0 oz.
Sun*Maid Bite Size Oatmeal Raisin Apple Cookies	2.0 oz.	
Herr's Sweet Potato Chips	1.0 oz.	
Herr's Baked Potato Crisps Cheddar & Sour Cream	1.0 oz.	
Cliff Bars (Chocolate Chip / PNB Crunch)	2.4 oz.	
Glaceau Vitamin Water (9 Flavors)	20 oz.	
Honest Organic Beverage (10 Flavors)	16.9 oz.	

# NOTICE TO PROPOSERS

Eligibility for City Contracts: (City Code Section 14.04.060)

The City of Takoma Park shall grant no awards or contracts for any purpose to any person, firm, corporation or entity which is knowingly or intentionally engaged in the development, research, testing, evaluation, production, maintenance, storage, transportation and/or disposal of nuclear weapons or their components. It will be the responsibility of any recipient of a City contract or award to certify by a notarized statement to the City Clerk that it is not knowingly or intentionally engaged in the above-defined activity. Notice of this certification shall be included in all "Requests for Proposals" issued by the City.

## Metropolitan Washington Council of Governments Rider Clause

# USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the proposer(s), resultant contract(s) will be extended any or all of the listed members as designated by the proposer to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your proposal/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may-withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

### Proposers AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		Alexandria. Virginia			Herndon, Virginia
		Alexandria-Public Schools			Loudoun County, Virginia
		Arlington County, Virginia			Manassas. Virginia
		Arlington County Public Schools			Metropolitan Washington Airports Authority
		Bowie. Maryland			Metropolitan Washington Council of Governments
		College Park. Maryland			Montgomery College
		District of Columbia			Montgomery County, Maryland
		District of Columbia Public Schools			Montgomery County Public Schools
		District of Columbia Water & Sewer Authority			Prince George's County, Maryland
		Fairfax. Virginia			Prince George's Public Schools
		Fairfax County, Virginia			Prince William County, Virginia
		Fairfax County Water Authority			Prince William County Public Schools
		Falls Church, Virginia			Prince William County Service Authority
		Fauquier County Schools & Government. Virginia			Rockville, Maryland
		Frederick, Maryland			Stafford County, Virginia
		Frederick County, Maryland			Takoma Park, Maryland
		Frederick County Public Schools			Vienna, Virginia
		Gaithersburg, Maryland			Washington Metropolitan Area Transit Authority
		Greenbelt. Maryland			Washington Suburban Sanitary Commission

Revised 6/20/97

## CONTRACTOR'S CERTIFICATION OF NON-INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY

### Date:

KNOW ALL MEN BY THESE PRESENTS:

1. Pursuant to the requirements of Chapter 14.04 of the Takoma Park City Code, the undersigned person, firm, corporation or entity hereby certifies that he/she/it *is* not now engaged in the development, research, testing, evaluation, production, maintenance, storage, transportation and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

2. The undersigned further certifies that he/she/it will not, for so long as the above captioned contract remains in *effect, engage in* the development, research, testing, evaluation, production, maintenance, storage, transportation and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by *companies so* involved.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument

thisday of	, 2022		
		Signature	
		Name and Title	
		Date	
County of	State of		
Subscribed and sworn	to before me this day of	, 2022	
			Notary Public
My commission expires	5:		
NOTE: Failure to comp	lete this form will cause your pr	oposal to be considered nor	n-responsive.
	the City of Takoma Park, Maryla		
Signature			
Name and Title			

Date\_

### REQUEST FOR PROPOSAL – Vending Machine Services <u>Proposals are due by June 8, 2022</u>

## **Vending Machine Services**

7500 Maple Avenue, Takoma Park, MD 20912

Date of Quote:		Total Bid Price: \$			
			Attach Itemized Price List		
Terms of Payment:		_%, twenty days; net 30 days			
Vendor Name:					
Address:		0.1101			
Phone:		_ Cell Phone:			
Authorized Person (Printed):		Authorized Signature:			
Title:		-			
[] "NO BID". I decline the of	fer to submit a bid for	this Request for Quotation.			
References:					
Contact Name:		_ Company Name (if applicable	:):		
Address:					
Daytime Phone:	Evening Phone:		Cell Phone:		
Contact Name:		_ Company Name (if applicable	·):		
Address:					
Daytime Phone:	Evening Phone: _		Cell Phone:		
Contact Name:		_ Company Name (if applicable	):		
Address:			_		
Daytime Phone:	Evening Phone:		Cell Phone:		

Interested vendors should respond with a written detailed featured list & pricing (or 'no bid') by no later than **June 8, 2022.** Quotes received after the deadline cannot be accepted. Please contact Gregory Clark at 301-891-7290 if you have any questions.

Please fax or return quote to Gregory Clark by **June 8, 2022** Takoma Park Recreation Department, Attn: Gregory Clark 7500 Maple Avenue, Takoma Park, MD 20912 Phone: 301-891-7290

### SUBMITTAL REQUEST

Please submit proposal for Vending Machines Services to:

John Webster, Recreation Manager City of Takoma Park Recreation Department 7500 Maple Avenue Takoma Park, Maryland 20912 Email: Johnw@takomaparkmd.gov

### **1.** Company Information

- a. Identify name, address, and telephone number of key team members and what role they will play.
- b. Identify the key contact person and sign that he/she has read this RFP.
- c. Provide details on staffing/management structure
- d. Provide your company's mission statement
- e. Provide narrative and pictorial description of relevant comparable vending contracts.

### 2. Financial Information

- a. Provide evidence of financial resources with a minimum of two (2) financial references, and previous two (2) years of audited financial statements.
- b. Provide a startup plan-installation of vending machines and replenishment schedules.

### 3. Marketing and Customer Service Plan (2 pages Max)

- a. Provide a marketing plan for promoting vending.
- b. Describe your philosophy as it related to customer service in your profession and provide methods for managing customer service.
- c. How will business opportunities for local, small, socially and economically disadvantaged, and women owned businesses be provided for vending operations?

### 4. Product and Pricing

ENCLOSE TWO (2) COPIES OF YOUR CURRENT PRICE LIST.

ENCLOSE TWO (2) COPIES OF YOUR CURRENT PRODUCT LIST WHICH SHOWS EACH ITEM BY ITS REGISTERED TRADEMARK NAME, NET WEIGHT, AND MANUFACTURER'S NAME.

ENCLOSE TWO (2) COPIES OF YOUR PROPOSED PRODUCT LINE AND PRICING FOR EACH CATEGORY LISTED AS WELL AS OTHER OFFERINGS YOU ARE CAPABLE OF SUPPORTING.

### 5. Equipment

ENCLOSE TWO (2) COPIES OF MANUFACTURER CUT SHEETS OF THE VENDING MACHINES AND DIGITAL PHOTOS OF MACHINE TYPES THAT ARE AVAILABLE