

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
Request for Proposal
10-34: COMPREHENSIVE (NON COLD BEVERAGE) VENDING SERVICES

Acknowledgement: Please acknowledge receipt of this RFP by completing the information requested below and faxing to 717/780-2325 upon receipt.
Please also include this page with your response.

Vendor Name:		Contact Name:	
Address (include city, state, zip):			
Phone:		Fax:	
		Email:	

Check One:	We will		Will Not		be responding to this RFP.
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If not responding, please explain briefly:	

Dates:

Date of Issue: February 24, 2010
 Deadline for Questions: March 5, 2010 by 11:00AM
 Responses to the Questions: March 8, 2010 by 4:30PM
 Submit Notice of Intent to Submit Proposal Due Date: March 10, 2010 by 11:00AM
PROPOSAL DUE DATE: March 12, 2010 by 11:30AM
 Board Meeting: Tuesday, April 6, 2010 (Please note: Final official bid results will be released after this date. All vendors who respond to the RFP will receive an award notification letter in the mail within one week of this date.)

HACC Information and Proposal Delivery:

Address: Procurement and Business Services Department/W130
 One HACC Drive
 Harrisburg PA 17110-2999
 Contact: Garry Crider, Manager of Purchasing
 Phone: 717/780-1164
 Fax: 717/780-2325

**Request For Proposal
HACC, Central Pennsylvania Community College
#10-34**

for

COMPREHENSIVE (NON COLD BEVERAGE) VENDING SERVICES

for

HACC, CENTRAL PENNSYLVANIA COMMUNITY COLLEGE
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:

March 12, 2010 by 11:30AM

PROPOSALS MUST BE DELIVERED TO:
HACC, CENTRAL PENNSYLVANIA COMMUNITY COLLEGE
PROCUREMENT AND BUSINESS SERVICES DEPARTMENT
ONE HACC DR
HARRISBURG, PA 17110

For information concerning the RFP process, required format and the schedule of activities,
Please direct questions to:

Garry Crider, Manager of Purchasing
HACC, Central Pennsylvania Community College
Procurement and Business Services Department
Harrisburg PA 17110
Telephone: 717-780-1164

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1. KEY DATES

Important dates including proposal deadlines are shown below. Formal addendum to this RFP will be issued to the Proposers notifying of any changes to these dates. Dates indicated are tentative and may be changed during the RFP process due to revision(s) of any part of the Request for Proposal because of questions from Proposers and/or additional information requested after the Proposal Opening.

ACTIVITY	DATE & TIME
Advertisement – Date of Issue	February 24,2010
Deadline for Questions	March 5, 2010 by 11:00AM
Responses to Questions due back to Proposers	March 8, 2010 by 4:30PM
Submit Notice of Intent To Submit Proposal Due	March 10, 2010 by 11:00AM
Deadline to Submit Proposals	March 12, 2010 by 11:30AM
Award of Contract	After Tuesday – April 6, 2010 BOT Meeting

2. PROPOSAL SUBMISSION CONTENTS

Proposals must include all information required by the following sections:
(Reference Section VI)

- a. Cover Letter
- b. Description of Qualifications
- c. Contractor History
- d. Cost Proposal

3. DEFINITIONS

The following terminology shall be used throughout this Request for Proposal.

campus-HACC, Central Pennsylvania Community College Campus, Harrisburg PA

contract-shall be used herein to refer to the purchase order(s) generated by the final award.

Contractor shall be used herein to refer to the Vendor receiving the final award.

Purchaser-HACC, Central Pennsylvania Community College

response or proposal-as used herein shall be understood to mean the written proposal to provide services.

RFP-Request for Proposal

College-HACC, Central Pennsylvania Community College, Harrisburg, PA

Vendor, Bidder, Contractor, Proposer, Supplier-as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFP.

10-34 Comprehensive (Non Cold Beverage) Vending Services

I INTRODUCTION

HACC, Central Pennsylvania Community College formally invites responses to this Request for Proposal to provide Comprehensive (Non-Cold Beverage) Vending Services as further described herein.

The College strongly encourages proposals that address a comprehensive full-service vending program that includes hot beverages, food, and snack products. As part of the comprehensive vending services, the Contractor, by and through its representatives, agents, subcontractors, or independent contractors, will be responsible for all product, equipment, and service.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania Community College, Procurement and Business Services Department, One HACC Drive, Harrisburg PA 17110. Proposals will be accepted until March 12, 2010 by 11:30AM.

This Request for Proposal contains the instructions governing the proposals to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, and general guidelines for submission of proposals.

A. RFP CLARIFICATION

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement.

Requests for explanation or clarification shall be made via Email at cgrider@hacc.edu. Such requests must be received no later than March 5, 2010 by 11:00AM.

B. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, HACC, Central Pennsylvania Community College Procurement and Business Services Department will post addenda on its website attached to this RFP up to the end of the answer period identified herein.

C. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

D. ACCEPTANCE OF PROPOSALS

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the Proposer, as well as the services provided. The College further reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in any way by any Proposer's response to this RFP.

The College also reserves the right to allow a Proposer to correct a defect in its Bid provided that correction of the defect does not alter the amount of the Proposal or the scope of work required under the Proposal.

II GENERAL CONTRACTUAL REQUIREMENTS

A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of HACC, Central Pennsylvania Community College through this Request For Proposal and contract conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the contract resulting from the Request For Proposal.

Before submitting a proposal, the Contractor shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP contractor represents that:

- 1) The contractor has read and understands the Contract specifications and conditions.
- 2) The contractor will perform the work in compliance with Commonwealth of Pennsylvania, Federal and Local Laws, Regulations, Standards, Ordinances and Codes.

B. INDEMNIFICATION

The Contractor shall hold HACC, Central Pennsylvania Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this contract or from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

C. TERM OF CONTRACT AND INSTALLATION

July 1, 2010 through June 30, 2015. Installation buy request of the College

III PROPOSAL SUBMISSION

To receive consideration, proposals shall be made in agreement with the instructions as stated in this RFP, and such proposals and awards made therein shall be subject to all of the terms and conditions hereof:

A. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

B. INCURRED COST

The College is not liable for any costs incurred by the Proposer in the preparation and presentation of their proposals.

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C. SIGNATORIES

The proposal shall include information as requested throughout the RFP. The signature of all persons authenticating the proposal shall be printed and written in longhand in the designated area on page one (1) of the RFP. The proposal shall be signed with ink or indelible pencil.

D. ALTERNATE PROPOSALS

A Contractor may submit an Alternate Proposal(s). The Alternate Proposal(s) may be submitted, showing in detail, where the Alternate Proposal differs from the requested specifications.

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at HACC, Central Pennsylvania Community College Procurement and Business Services Department, Room W130A, One HACC Drive, Harrisburg, PA, 17110, by 11:30AM on or before Friday, March 12, 2010. Proposals must be in a sealed container, clearly marked "Proposal RFP #10-34 – COMPREHENSIVE (NON-COLD BEVERAGE) VENDING SERVICES".

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by HACC, Central Pennsylvania Community College Procurement and Business Services Department. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Six (6) copies of the General Proposal will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "GENERAL PROPOSAL - RFP #10-34". One (1) of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copies do not require original signatures.

The proposals must be addressed as follows:

Proposal RFP # 10-34
HACC, Central Pennsylvania Community College
Procurement and Business Services Department
ATTN: Garry Crider, Manager of Purchasing
One HACC Drive
Harrisburg PA 17110

IV EVALUATION

A. PROPOSAL PROCESS

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall be open to public inspection only after award of the contract. No additional proposals will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this request for proposal. Factors not specified in the request for proposal shall not be considered.

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3. The College may make such investigations as are deemed necessary to determine the ability of a firm to provide the work as specified herein. Discussions may be held with one or more Proposers to:
 - (a) promote understanding of the College's requirements and the Proposers' proposals; and
 - (b) facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the request for proposals.
 - (c) Discussions may include oral presentations, interviews, and demonstrations, responses to specific questions, modifications, and negotiations. Proposers shall not be informed of their rank at the time of discussions. The College reserves the right to visit and inspect other sites of the potential Contractor.
 - (d) Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
 - (e) One or more Proposers may be provided an opportunity to submit a "best and final" offer.
4. A College evaluation team will utilize the information submitted to evaluate Proposals. Award will be based upon factors in addition to price. The firm that is judged to be best qualified to render the services, price and other factors considered, will be selected. The firm may be invited to make an oral presentation so that the College may gather more definitive information on the firm's work proposal and clarify any questions it may have on the firm's Proposal. It is the College's intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive and responsible firm for the provision of the work.
5. References credit and financial responsibility of the Proposers may be verified as appropriate.

B. EVALUATION CRITERIA

Although cost must always be taken seriously into consideration in making a determination regarding award of contract, the College will specifically evaluate Proposals on the basis of the following criteria:

Revenue/Price Proposal	40%
Plan of Operation	25%
Firm's Qualifications, References and Background	25%
Other factors as deemed appropriate	10%

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V. AWARD

The College will review all proposals. The College reserves the right to cancel the selection process or the negotiations when a selection is made, or at anytime prior to entering into a formal written agreement with the Contractor.

The College intends to execute a contract with the Contractor(s) submitting the proposal which the College determines to best meet the College's requirements. The College will be the sole judge of the acceptance of any and all proposals.

In awarding the contract, the College may take into consideration: the references, experience, responsibility, reputation, financial standing of the respondent, and the ability of the Contractor to provide an advantageous time schedule for providing service. The inability of any respondent to meet the requirements may be cause for rejection of his/her proposal.

After selection approval by the colleges Board of Trustees, HACC, Central Pennsylvania Community College Procurement and Business Services Department will cause a contract/purchase order to be prepared for signatures by both parties. A contract(s) will be issued to the responsible Contractor(s) whose proposal is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this proposal, will be used.

VI. EXHIBITS / SPECIFICATIONS

A. BACKGROUND INFORMATION

HACC, Central Pennsylvania Community College (HACC), is seeking proposals from qualified Vendors to be the sole and exclusive provider for Comprehensive (Non Cold Beverage) Vending Services to all of our regional campus locations and as further described herein.

The College strongly encourages proposals that address a comprehensive full-service vending program that includes hot beverages, food, and snack products. As part of the comprehensive vending services, the Contractor, by and through its representatives, agents, subcontractors, or independent contractors, will be responsible for all product, equipment, and service.

B. INTENT

The intentions of HACC are to have one overall contract for Comprehensive (Non Cold Beverage) Vending Services. Consistent pricing, nutritional, and snack offerings suitable to meet the needs of the college's student, staff and faculty.

C. TERM

The College's intent is to establish a long-term relationship with the Contractor. The initial term of the agreement will be for five (5) years with 2 options to renew for an additional (1) year period.

D. PROPOSER QUALIFICATION

The College is soliciting proposals from Vendors that are in the business of providing snack vending services as listed in this Request for Proposal.

The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.

Provide a minimum of five (5) references of existing customers, most similar to size and complexity of HACC, along with the date they became customers, name of knowledgeable individual that can be contacted and telephone number, email address. If possible, provide 2 College references, even if those references are from another state.

E. REQUESTED INFORMATION

a. EXPERIENCE

Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.

b. PERSONNEL

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- a. Please list the names and professional backgrounds of the following personnel that would be expected to deal with HACC on a regular basis and Describe the proposed role of each with regard to HACC's account:
 - i. the branch manager,
 - ii. a service management representative,
 - iii. a regional vice president representative.

c. REFERENCES

Provide a minimum of five (5) references of existing customers, most similar to size and complexity of HACC, along with the date they became customers, name of knowledgeable individual that can be contacted and telephone number, email address. If possible, provide 2 College references, even if those references are from another state.

How many clients have terminated services in the last three years?

d. SAMPLE CONTRACT

Provide a sample of the proposed contract for your firm's services. Please also provide samples of any other documents which will need to be signed/entered into related to the provision of the services requested in this RFP.

e. LOCATIONS

Harrisburg Campus One HACC Drive Harrisburg, PA 17110	Gettysburg Campus 731 Old Harrisburg Pike Gettysburg, PA 17325	Lancaster Campus 1641 Old Philadelphia Pike Lancaster, PA 17602
Lebanon Campus 735 Cumberland Street Lebanon, PA 17042	York Campus 2010 Pennsylvania Avenue York, PA 17404	Midtown 1523 North Fourth Street Harrisburg, PA 17102
Campus Square 1426 North 3 rd Street Harrisburg, PA 17110	CCTA 1523 North Fourth Street Harrisburg, PA 17110	

- f. Indicate in your proposal the location of servicing office locations within the vicinity of the above-designated campuses.

VII. PROPOSAL SHEET

The College strongly encourages proposals that address a comprehensive full-service vending program that includes hot beverages, food, and snack products. As part of the comprehensive vending services, the Contractor, by and through its representatives, agents, subcontractors, or independent contractors, will be responsible for all product, equipment, and service.

No warranty is given as to consumption or dollar volume during the term of the contract.

A. PRODUCT PRICE

Proposals shall state a minimum guarantee period from start of contract where pricing offered on snack vending products, will not increase. Beyond the price guarantee period, all price changes shall require 30 days notice of change.

B. SPECIAL TERMS AND CONDITIONS - EXEMPTIONS

- a. Exempted Product: Products, through over the counter sales either through college Bookstores, other food service agreements are exempt from the terms of this agreement.
- b. Student organizations and clubs from time to time may offer for sale as a fundraiser, similar to or not offered by the Contractor including those of competitors. Such sales will be restricted to short duration and only in conjunction with fundraisers.
- c. Donated Products: Product suppliers other than the chosen Contractor may wish to donate products or services to various campus entities for specific events. The College recognizes that such donations are not in direct competition with the selected Contractor but may result in lost sales from product substitution. The following guidelines for donated products or services will apply:
 - i. The Executive Director of Procurement and Business Services or Designee shall approve all requests and shall be responsible to determine how frequently donated products can be accepted, and will counsel with the Contractor in making determination.
 - ii. The Contractor shall have first right to donate the same or similar types of products and/or services being offered by another supplier.
 - iii. No additional promotions or recognition other than a tax receipt for a gift in kind will be provided to the Contractor.

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C. SIGNAGE

Unless otherwise specifically agreed to, signage shall be restricted to the point of sale. Opportunities for advertising and marketing at various college functions and athletic events will be discussed as requested with the awarded firm.

D. SERVICE REQUIREMENTS

1. Vending Requirements

- a. The Contractor shall, at its own expense, furnish, deliver, install, operate and maintain all vending equipment that will be utilized under the contract. The Contractor shall retain ownership of all equipment. The Contractor shall install vending equipment at all campus currently served by vending machines, and may install at any additional locations as deemed practical and necessary. Prior to installation, additional locations must be approved by the College. Vending machines shall be National Safety Food-approved and shall be the latest in state-of-the-art technology. Any equipment installed by the Contractor that is deemed by the College as inadequate or unacceptable must be replaced by the Contractor within two weeks of notification.
- b. All machines shall have dollar bill validation and at least 60 percent of machines per campus must in corporate debit and charge card technology.
- c. The Contractor shall coordinate the scheduling of all equipment delivery and installation with the College campuses designated representative. In addition, all equipment must be delivered and installed within thirty (30) days of the commencement of the contract.
- d. The Contractor is responsible for any damages to College property resulting from the delivery, installation and/or servicing of contract equipment.
- e. The Contractor agrees to add, remove and/or change beverage machine locations as sales increases or sales declines dictate or as requested by the College. These additions, removals and/or location changes shall not affect the terms and provisions of the contract.
- f. The Contractor shall provide regularly scheduled quarterly preventative maintenance on equipment to eliminate any disruptions to vending services. Maintenance shall start within 30 days of commencement of the contract. Equipment repair service shall be performed within 24 hours of notice.
- g. The Contractor shall be solely responsible for the sanitary condition of its vending equipment, inside and out, as well as areas immediately adjacent to such equipment. The Contractor is responsible for the removal of any associated debris, packaging material, etc. during the life of the contract.
- h. The Contractor shall move the machines for routine cleaning of the floors in vending areas by the College as requested. This will occur approximately twice a year. The Contractor will then move the machines back into place.

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- i. The Contractor shall maintain adequate machine stock levels to ensure product availability during the life of the contract. Adequate levels represent 85% of machine capacity at all times.
- j. In order to maintain fresh product in machines at all times, a schedule for replenishment of out of date merchandise shall be implemented and maintained.
- k. The Contractor will furnish bill changers in areas designated by the College.
- l. The Contractor shall list refund instructions on all vending machines. The Contractor shall also provide the College and or campus food service provider with refund banks to be administered by the College in various locations. These shall be replenished by the Contractor on a regular basis or within one (1) week of notice by the College of an agreed upon level. Any other arrangements must meet campus approval.
- m. All vending service personnel must obey all campus traffic regulations and must refrain from driving on sidewalks and turf or blocking accessibility.
- n. The Contractor shall keep machines supplied with high quality, nationally known, brand merchandise. The sale prices of vended products shall not exceed popular prices prevailing in nearby communities. Price schedules and changes thereto must be approved by the Executive Director of Procurement and Business Services in writing and implemented only during semester breaks at a maximum of two (2) times per year.

E. COMMISSIONS AND PAYMENTS

Commission paid to HACC shall be based on a percentage of total monthly gross sales of vended products. The Contractor must submit a detailed report of sales and make payment to HACC no later than the fifteenth (15) day of the following month. Checks should be made payable to HACC, Central Pennsylvania's Community College and sent to the attention of the Executive Director of Procurement and Business Services.

- a. Monthly statements of sales and commissions broken out by campus location are required. Proposals must include an explanation of the method for reporting sales and commissions.
- b. Contractor shall maintain accurate, complete, and separate books of accounts according to generally accepted standards of accounting, reflecting its operations at the College. The Contractor shall submit to the College a statement of both cash and non-cash contributions at mid-year and at the end of the year for each contract year.
- c. The Contractor shall make said books of accounts and supporting data and documents available for inspection, reproductions, and audit by the College at all reasonable times, for a period of at least three years after the fiscal year in question.
- d. The Contractor shall provide such special reports covering its operations under this contract as may be requested by the College.

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F. SUBCONTRACTORS

The Contractor may use a subcontractor to fulfill its responsibilities for the vending. The Contractor must identify the subcontractor(s) and the qualifications of the subcontractor(s). The College requests a list of current clients or customers of all proposed subcontractors and a description of how the subcontractor will contribute to the partnership. The College may request a meeting with any or all of the subcontractors proposed in the response. The College reserves the right to reject any and all subcontractors. The use of a subcontractor does not relieve the Contractor of its obligations and responsibilities to the College.