

APEX PARK AND RECREATION DISTRICT

**REQUEST FOR PROPOSALS
FOR
VENDING SERVICES**

May 5, 2017

**13150 WEST 72ND AVENUE
ARVADA, COLORADO 80005-3116**

REQUEST FOR PROPOSALS
Vending Services

Sealed Proposals on the subject "Vending services" will be received by the Apex Park and Recreation District ("District"), **until 4:00 p.m., June 5, 2017**, at the Finance Division, 13150 West 72nd Avenue, Arvada, Colorado 80005-3116.

In lieu of hand delivering or mailing the proposal documents by traditional mail, firms may email the proposal documents using pdf format by 4:00 p.m., June 5, 2017 to kristind@apexprd.org.

Proposal documents must be received prior to the above stated time and date. Any Proposals received after this stated time and date will be returned, unopened. If any information/material is to accompany the Proposal documents, please attach to the documents.

Title the subject line of the email with Proposal due date above and YOUR COMPANY NAME.

SCOPE: The Apex Park and Recreation District Board of Directors ("Board"), is issuing this Solicitation for the purpose of entering into a contract for Vending Services as specified herein from a Vendor(s) that will provide prompt and efficient service to the District. Vendors must be able to commit the necessary resources to provide services and product in a timely manner and on a continual basis as outlined in facility schedules and regular service throughout the year at designated District facilities. Although this Solicitation specifies an exact location and timeline for these services to be performed, it is understood and agreed that the District may, during the term of the contract, request additional services be performed by the successful Vendor(s) at other locations within the District. This option, if exercised, is the prerogative of the District and shall be honored by the Vendor(s) throughout the contract period. No guarantees are made that additional services will be requested.

Questions should be directed to Kristin Donald, Finance and Human Resource Manager, 303-403-2511

No Proposal may be withdrawn for thirty days after the date fixed for submittal.

IT IS UNLAWFUL AND UNETHICAL FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE ANY DISTRICT EMPLOYEE, DISTRICT OFFICIAL OR FORMER DISTRICT EMPLOYEE, OR FOR ANY DISTRICT EMPLOYEE, DISTRICT OFFICIAL OR FORMER DISTRICT EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION OR PREPARATION OF ANY PART OF A PROGRAM REQUIREMENT OR A PURCHASE REQUEST INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PROCUREMENT STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING, DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY PROGRAM REQUIREMENT OR A CONTRACT OR SUBCONTRACT, OR TO ANY SOLICITATION OR PROPOSAL THEREFOR.

IT IS UNLAWFUL AND UNETHICAL FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OF ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

District reserves the right to reject any or all Proposals, to waive informalities or irregularities in the Proposals received, to reject non-conforming, non-responsive or conditional Proposals and to accept the Proposal which, in District's judgment, is in its best interest.

APEX PARK AND RECREATION DISTRICT, Vending Operations

SNACK VENDING MACHINES

Facility Name/Address	No. of Machines Requested	Preferred Location of Machine(s)	Notes
Simms St. Recreation Center 11706 W 82 nd Ave Arvada, CO 80005	1	inside	
Apex Field House 5724 Oak Street Arvada, CO 80002	1	inside	
Apex Recreation Center 13150 W. 72nd Ave Arvada, CO 80005	4-6	inside	
Meyers Pool 7900 Carr Drive Arvada, CO 80005	1	inside	
Lake Arbor Outdoor Pool 7451 W. 83rd Way Arvada, CO 80003	1	outside	
Community Rec Center 6842 Wadsworth Blvd. Arvada, CO 80003	0	n/a	
Secret Recreation Center 6820 W. 66th Ave Arvada, CO 80003	1	inside	
Racquetball and Fitness Center 12120 W. 64th Ave Arvada, CO 80004	0	n/a	
Apex Tennis Center 6430 Miller Street Arvada, CO 80004	TBD	TBD	

SPECIFICATIONS

A. Proposal

Vending Food Services Supplier installs and operates all or part of the coin operated vending machine needs of Apex Park and Recreation District's recreation facilities and agrees as follows:

1. To furnish such services as to ensure all vending machines it places in District facilities shall be kept adequately stocked, in good working order, clean and sanitary. Provide schedule outlining frequency for restocking machines.
2. To repair, fix or replace the machine within a two-hour period upon any malfunction upon notification by the District. To service broken machines within a reasonable time period during unfavorable weather conditions. Evening and weekend repairs are required.
3. To pay for all necessary utility connection/hookups required for any remodeling or renovation required to accommodate its vending machines.
4. To provide service personnel with proper identification who will observe all regulations in effect at District facilities.
5. To comply with all Federal, State, County, and City regulations which might pertain to the sanitary handling of products sold in the machines.
6. To pay and keep current all required license fees, all sales taxes, and other taxes or fees resulting from the operation of its vending machines.
7. To maintain an accurate record of all merchandise, collections, sales and inventories necessary in connection with the operation of said machines and to make such records available to the District upon request.
8. To carry and continue in force Workman's Compensation Insurance in compliance with the laws of the State of Colorado; General Liability Insurance in the amount of \$1 million combined (single limits) with the District listed as additional insured; covering the operations, maintenance and installation of said vending machines and covering products, and liability for items dispensed from said machines. Additionally, supplier agrees to defend and hold harmless Apex Park and Recreation District, its employees and agents from all claims, loss or liability arising from damage to or destruction of property, injury to or death to persons occurring therefore. A copy of the certificate of insurance is to be received by the District prior to the installation of the vending machines and to be updated annually.
9. To render the District within 30 days following the end of each month a statement of all sales made at each facility, together with a check for the appropriate amount as determined by the agreed upon commissions. The statement must show the percent of commission of each machine, total sales for each machine by location, commission paid for each machine and total revenue produced for each facility.
10. To be fully responsible for vandalism, theft and damage to machines, and hold the District harmless and free of liability for damage.
11. That all information provided in Appendix A, which is hereby made a part of this bid, is accurate, up to date and contains no false or misleading information.
12. To submit its most recent audited financial statement which is hereby made a part of this bid.
13. The machines must be installed, fully stocked and in working order by 5:00 p.m. July 31, 2017 unless otherwise agreed upon by the District and the vendor.
14. Soft drink machines will not be solicited due to current contractual obligations with Pepsi Cola Company.

Upon acceptance of any bid(s), the District agrees to the following throughout the term of the agreement:

1. To provide the successful bidder the right to install vending machines for the sale of the designated and mutually approved food products and the right to enter into and upon such facilities for the purposes of installing, maintaining, servicing, and operating such vending machines.
2. To provide janitorial services to keep vending area clean.

3. To pay for any necessary and reasonable utility charges required for the operation of the vending machines.

Upon acceptance of any bid(s), District and the successful bidder(s) mutually agree as follows.

1. The term of this bid shall be for a period of three (3) years from its date of execution. This bid is binding on their heirs, successors and assigns of the parties hereto. This agreement shall be renewable at the end of the current term for successive three (3) year term(s) unless either party gives written notice of its intention not to renew 90 days before expiration of the current term.
2. The selling price of all products in the vending machines and an appropriate refund policy shall be established by mutual agreement, and are subject to change by mutual agreement.
3. Vending machines shall be installed by the concessionaire at all facility locations as mutually agreed upon. The number of machines shall be of number, type and style to be determined by the District.
4. This bid does not constitute a lease of the District facilities nor any part thereof and shall not be assigned by the vendor, in whole or in part without written permission by an authorized representative of the District.
5. Other types of vending machines not specifically mentioned theretofore may be installed by mutual agreement subject to all covenants and agreements hereof. The District at its discretion may enter in contract with another vendor if a desired machine/product cannot be supplied by the signee of this Vending Food Service Agreement.
6. The vending machines installed hereunder shall at all times remain the property of the food service vendor; and upon termination of the bid, the vendor shall have the right to enter the facilities of the District and to remove all such vending machines and shall thereupon restore the premises to the condition prior to the installation of machines. The removal date for the machines must be mutually agreed upon between vendor and the District. It would be the District's intent to have vending service provided up to the last date of the vending contract.
7. If either party shall fail to perform or observe any of the terms or conditions of this bid, the party claiming such failure shall give to the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected; the injured party may cancel this bid by giving thirty (30) days written notice.

ADMINISTRATIVE INFORMATION

SCHEDULE OF ACTIVITIES

DEADLINES

1. Proposals received from interested firms	June 5, 2017
2. Selection of firms to be interviewed	June 12, 2017
3. Firms interviewed	June 16, 2017
4. Firm appointed	June 21, 2107

A. INQUIRIES

Prospective proposers may make inquiries concerning this RFP to obtain clarification of requirements.

Inquiries will be accepted **IN WRITING ONLY** by or before 4:00 p.m., June 5, 2017. Send all inquiries to: Kristin Donald, Finance and Human Resources Manager, kristnd@apexprd.org.

B. SUBMITTAL

The Proposal should sent via email to kristind@apexprd.org. showing the following information on the outside:

1. PROPOSER'S NAME
2. RFP VENDING SERVICES

- a. History of Company
- b. Vending Machines used
- c. Typical Products
- d. Restocking Schedule
- e. Sample Reports
- f. References

3. PROPOSAL DUE DATE: 4:00p.m., June 5, 2017

C. LATE PROPOSALS AND REJECTION OF PROPOSALS

Late Proposals will not be accepted. It is the responsibility of each proposer to insure that the Proposal arrives. District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received and to accept any portion of Proposal or all items of Proposal if deemed in the best interest of District.

D. PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with strict confidence.

E. RESPONSE MATERIALS OWNERSHIP

All materials submitted regarding this RFP become the property of District and will only be returned to the proposer at District's option. Response may be reviewed by any person at Proposal opening time and after final selection has been made. District has the right to use any or all system ideas presented in reply to this request, subject to the limitations outlined in Proprietary Information above. Disqualification of a proposer does not eliminate this right.

F. INCURRING COSTS

District is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order.

G. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the Proposal of the successful proposer will become contractual obligations if contractual agreement action ensues. Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order, contract, delivery order, or similar acquisition instrument may result in cancellation of the award and such proposer may be removed from future solicitations.

H. AWARD OF THE PROPOSAL

The letter of intent will be awarded to that proposer who's Proposal conforms to the RFP and will be the most advantageous to District, price and other factors considered.

i. EVALUATION CRITERIA

The Selection Committee will judge the merit of Proposals received in accordance with the general criteria defined herein. Failure of the proposer to provide in his/her proposal any information requested in this RFP may result in disqualification of the Proposal. The sole objective of the election Committee will be to select the Proposal which is

most responsive to District needs. The specifications within this RFP represent the MINIMUM performance necessary for response.

Evaluation Criteria:

1. Accounting procedures, controls and record keeping
2. Procedures for the repair of broken machines
3. Procedures for refunds to customers and how the District will be reimbursed for such refunds
4. The number and types of machines you would install in each of the facilities listed below, percentage of commission given to the District and specific pricing for the individual food items. Please provide, picture or brochure of the machines you list below.

P. TERMINATION

District shall, at any time, have the right to terminate the contract for convenience upon giving thirty (30) days written notice to the awarded firm.

Q. GOVERNING LAW

The laws of the State of Colorado shall govern any contract executed between the successful consultant and District. Further, the place of performance and transaction of business shall be deemed to be in Jefferson County, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Jefferson County.

R. NEWS RELEASES

Proposers shall make no news releases pertaining to this RFP without the express written approval of District.

S. INSURANCE

The awarded proposer will be required to provide a Certificate of Insurance or other proof of insurance naming District as "additional insured" Prior to contract signing. Coverage must include Commercial General Liability coverage with minimum limits of \$150,000 per person, \$600,000 per incident; and Workers' Compensation and Employer's Liability coverage with limits in accordance with State of Colorado requirements.