

(Advertisement)

FAIRFIELD COUNTY COMMISSIONERS

210 East Main Street
Lancaster, OH 43130

**REQUEST for PROPOSALS (RFP)
For
FOOD & BEVERAGE VENDING SERVICES**

Pursuant to ORC 307.87

The Fairfield County Commissioners are requesting proposals for Food & Beverage Vending Services to be provided at multiple County buildings in Lancaster, Ohio. Qualified Bidders shall have until 9:00 AM on April 2, 2021 to submit their proposals to Dennis R. Keller, Facilities Manager, 210 East Main Street, Room 301, Lancaster, Ohio, 43130. Proposals will be publicly opened and read at 9:15 AM, on April 2, 2021 in the 3rd floor Commissioners Hearing Room, 210 East Main Street, Lancaster, Ohio.

Bids shall comply with the standards set forth in the Request for Proposals (RFP) posted for download on the Fairfield County website at: www.co.fairfield.oh.us. Printed copies are also available in the County Commissioners Office, 3rd Floor, 210 East Main Street, Lancaster, Ohio, during normal business hours. Each proposal must be submitted in a sealed envelope, and clearly marked on the outside of the envelope "PROPOSAL FOR VENDING SERVICES".

The Facilities Manager, County Administrator, and County Commissioners will evaluate all bids submitted to determine the highest commission offered and best proposal based on the evaluation criteria specified. The Fairfield County Commissioners reserve the right to reject any and all proposals in response to this Request for Proposals (RFP), and to waive any irregularities, nonconformities, or noncompliance with the terms of this RFP.

The Fairfield County Board of Commissioners is an Equal Opportunity Employer. Bidders are required to certify equal employment opportunity and drug-free workplace, among other certifications required in the bid documents.

Publication Date: March 11, 2021

End

FAIRFIELD COUNTY COMMISSIONERS
210 East Main Street
Lancaster, OH 43130

REQUEST FOR PROPOSALS (RFP)
For
FOOD AND BEVERAGE VENDING SERVICES
Pursuant to ORC 307.86

1 GENERAL STATEMENT

1.1 Purpose

The Fairfield County Commissioners and the Facilities Manager are requesting proposals for the provision of food and beverage vending services at several County facilities located in the area of Lancaster, Ohio. The contract is anticipated to be at no cost to Fairfield County, and proposals will be evaluated based on commission amounts to be paid to the County, and other evaluation criteria specified. The names and addresses of the County Facilities included are:

| | |
|--------------------------------------|--------------------------------------|
| Administrative Courthouse | 210 East Main St., Lancaster, Ohio |
| Hall of Justice | 224 East Main St., Lancaster, Ohio |
| Lancaster Government Services Center | 239 West Main St., Lancaster, Ohio |
| Liberty Center – Board of Elections | 951/955 Liberty Dr., Lancaster, Ohio |
| Agriculture Center | 831 College Ave., Lancaster, Ohio |
| Workforce Center | 4465 Coonpath Road, Carroll, Ohio |
| Dog Adoption Center & Shelter | 1715 Granville Pike, Lancaster, Ohio |
| Sheriff's Office | 345 Lincoln Ave., Lancaster, Ohio |

1.2 Estimated Key Dates

The following are the estimated key dates associated with the RFP process. Proposals received after 9:00 a.m. EDT on the Proposal Due Date (as defined below) will not be considered.

| | |
|--------------------------------|---|
| RFP NOTIFICATION: | Thursday, March 11, 2021 |
| INQUIRY PERIOD BEGINS: | Monday, March 15, 2021, 8:00 a.m. EDT |
| PRE-PROPOSAL SITE VISIT | Wednesday, March 24, 2021, 9:00 a.m. EDT |
| INQUIRY PERIOD ENDS: | Monday, March 29, 2021, 4:00 p.m., EDT |
| PROPOSAL DUE DATE: | Friday, April 2, 2021, 9:00 a.m., EDT |
| PROPOSAL OPENING DATE: | Friday, April 2, 2021, 9:00 a.m., EDT |

There are references in this RFP to the Proposal Due Date, which shall mean the date, and time that the Offeror's response is due at the Fairfield County Commissioners in Lancaster, Ohio. Proposals received after 9:00 A.M. on the Due Date will not be evaluated.

The Fairfield County Commissioners reserve the right to reject any or all bids in response to this RFP and to waive any irregularities, nonconformities, or noncompliance with the terms of this RFP.

1.3 Additional Estimated Dates

CONTRACT AWARD NOTIFICATION: Tuesday, April 6, 2021

CONTRACT START DATE: Saturday, May 1, 2021

1.4 Location for Response Opening

The following is the site for the public opening of Offeror's response(s).

**Fairfield County Commissioners
Third (3rd) Floor Hearing Room
210 East Main Street
Lancaster, OH 43130**

2 EXECUTIVE SUMMARY

2.1 Purpose

This document is a request for proposals to provide FOOD and BEVERAGE VENDING SERVICES under Section 307.86 of the Ohio Revised Code. The Fairfield County Commissioners are soliciting competitive, sealed proposals for the described work located in the Lancaster, Ohio area. If a suitable offer is made in response to this RFP, the Fairfield County Commissioners may enter into a contract to have the selected Offeror (the "Contractor") provide the described work. The contract period will be for a three(3) year or five(5) year period from the start date.

Upon selecting the selected Offeror, the Fairfield County Commissioners shall enter into a Contract with such person or entity in accordance with Revised Code Section 307.86. A contract for the described work shall be prepared by the Fairfield County Commissioners and submitted to the selected Offeror. This RFP provides details on what is required to submit a Proposal for the Work, and what will be required of the Contractor in providing the described work. As used herein, the term "the Fairfield County Commissioners" shall also include any of their employees, agents, or representatives.

This RFP also gives the estimated key dates for the various events that are part of the submission process, selection process, and work commencement. While these dates are subject to change, the Fairfield County Commissioners will make efforts to adhere to the dates contained herein. Once a contract is awarded, the described work must be completed by the completion date agreed upon by the Fairfield County Commissioners and the Contractor.

2.2 Objectives

The purpose of this RFP is to solicit proposals that fulfill the requirements, performance expectations, and deliverables as outlined in the Performance Criteria and Specifications (see Sections 3.10 and 3.11). It shall be the successful Offeror's obligation to ensure that their personnel providing any work or services in accordance with this RFP are qualified to perform such work or services.

2.3 Addenda and Official Notifications to Bidders

Significant dates in connection with this RFP are shown above and are subject to change. The Fairfield County Commissioners may change any one or more of the key dates at any time, however significant schedule changes before the Inquiry Period Begins are not expected. If schedule changes occur after the Inquiry Period Begins, all participants will be notified via email. Any such email announcements shall be considered as addendum(s) to this RFP. It will be the responsibility of the prospective Offerors to notify the County of their intention to submit a proposal, provide their email address, and to check his/her email on a regular basis for posted addendums, changes and other RFP information.

3 GENERAL INSTRUCTION

3.1 Purpose

The following sections provide details on how to respond to this Request for Proposal (RFP). All responses must be complete and in the prescribed format subject to the right of the Fairfield County Commissioners to waive any irregularities, nonconformities, or noncompliance with the terms of this RFP as set forth above.

3.2 Contacts

The following individual will be the representative of the Fairfield County Commissioners who may be contacted in connection with this RFP.

Dennis R. Keller
Facilities Manager
740-652-7097
dennis.keller@fairfieldcountyohio.gov

Offerors may obtain complete copies of the Request For Proposal by downloading it from the Fairfield County web page at: www.co.fairfield.oh.us; or by visiting the office of the Fairfield County Board of Commissioners, 210 East Main Street, Third Floor, 210 East Main Street, Lancaster, Ohio 43130.

3.3 **Inquiries**

Offerors may make inquiries regarding this RFP any time prior to the conclusion of the Inquiry Period set forth above in the Estimated Key Dates. Offerors must use email to make their inquiries. All inquiries must be addressed to and sent to Dennis R. Keller by email at: dennis.keller@fairfieldcountyohio.gov. The submission of oral, telephonic, facsimile or telegraphic inquiries **will not** be accepted.

3.4 **Pre-Proposal Meeting and Site Visit**

Prospective firms **are encouraged** to attend a pre-proposal meeting to obtain on-site information regarding the vending locations. The meeting shall take place at 9:00 a.m. on March 24, 2021 at the first floor hallway of the Administrative Courthouse, located at 210 East Main St., Lancaster, Ohio. The meeting will include a walk-through site visit of all facilities to allow prospective contractors to assess and survey the scope of work involved. Prospective contractors are encouraged to collect all necessary information and to satisfy any questions.

3.5 **Insurance and Third Party Liability**

The successful vendor (Contractor) shall procure and maintain, or produce holding for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

- A. During the term of the contract, the contractor shall provide the following types of insurance in limits no less than:
 - 1. Commercial General Liability: The contractor shall have \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - 2. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- B. The contractor shall furnish to the County satisfactory proof of coverage of the above requirements by a reliable company or companies prior to the implementation of the contract. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy may not be cancelled or changed without thirty (30) days advance written notice to the County. In addition, said certificates shall list the County, its officers, agents, and employees as additional insured on all required policies.

3.6 Indemnity and Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor shall agree to defend, indemnify and hold harmless the County, its officials, agents and, employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the County, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the County, its agents or employees. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the County, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County, its officials, agents and employees as herein provided.

3.7 Qualifications of Proposing Contractor

The prospective contractor must be satisfactory to the County from the standpoint of such matters as experience, length of time in business, reliability and demonstrated ability to provide the services required by the specifications. A qualified contractor must satisfy the following requirements:

- A. Maintain a permanent place of business.
- B. Have adequate manpower and equipment to perform the services in an expeditious and adequate manner.
- C. Have satisfactorily furnished services of similar size and scope for a period of at least 6 months.
- D. Provide no less than three current reference contacts for services of similar size and scope. These references are to be submitted as part of the Proposal.

3.8 Pre-Start Meeting

Prior to the contract start date, the successful contractor shall be required to meet with the Facilities Manager to discuss the terms, provisions, stipulations, and procedures of the contract as well as employee access to the County buildings and installation details of the vending machines at each building location.

3.9 Scope of Work

- 3.9.1** The purpose of this RFP is to obtain proposals for providing regular food and beverage vending services at the County Facilities listed within.

- 3.9.2** All work is to be performed as listed under Section 3.10 PERFORMANCE CRITERIA and Section 3.11 SPECIFICATIONS, and to provide the Owner a complete work result in compliance with all applicable laws and codes.

3.10 Performance Criteria

The Food and Beverage Vending Services being sought by the Fairfield County Commissioners hereunder includes the following criteria:

1. Food and Beverage Vending Services shall be provided at all the listed County Facilities during normal business hours without interfering with County operations, unless special conditions exist or are noted otherwise. Additionally, some of the facilities are public buildings that are used in the evenings for County-sponsored meetings or community groups. The Contractor must not interfere with any scheduled meeting(s), a list of which will be posted weekly.
2. The following County holidays are noted as days that the buildings will not be occupied: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Fair Day, Veterans Day, Thanksgiving, Thanksgiving Friday, and Christmas. In the event that the County offices will be closed on days before or after the above holidays, the contractor will be notified.
3. The Vending Service contractor shall provide a working supervisor capable of fluently speaking, reading, and writing English to be available every day while vending services are in progress. The Vending Service staff must be professionally supervised at all times. The working supervisor will be replaced within twenty-four (24) hours if the County reasonably determines he/she to be unsatisfactory.
4. For security purposes, the contractor shall be required to submit a list including the names and addresses of the personnel who will be regularly assigned to County properties. In addition, all Vending Services staff assigned to the County buildings must be bonded and insured. All Vending Services staff shall wear a work uniform or smock that clearly displays the company and worker's name as well as display a County issued identification tag.
5. The contractor warrants, covenants, and otherwise agrees that the personnel it sends to the County shall be responsible individuals. The contractor shall obtain waivers or consent forms from its employees and shall otherwise comply with all federal, state and local laws with regards to the background checks. In this regard, the contractor agrees to obtain waivers from its employees and will perform a background check for criminal history with the State of Ohio. This background check shall include fingerprints in addition to all other relevant information (i.e., date of birth, address, social security number, etc.). The result of these background checks shall be sent to the Fairfield County Facilities Manager prior to any personnel being assigned to the County.

6. The contractor may not substitute any employee on County property without prior notification to the County. In the event that a substitute employee is to be utilized, they must report it to the Facility Manager 24-hours in advance.
7. The contractor's personnel shall not disturb County property or access areas of the County buildings that are outside the vending machine area. The County telephones shall not to be used by the contractor's personnel for personal use. Under no circumstances shall the contractor's personnel be allowed to bring visitors, children, or other relatives into the County buildings.
8. The contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the County facilities caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the County.
9. To provide for open communications and quality assurance, the contractor's account management representative shall perform periodic site visits (during regular business hours) to verify proper function of the vending machines, and upon request by County staff.
10. The contractor will notify the County of any failure to provide vending services at any building location, due to a mechanical failure of a vending machine, and provide the County with a suitable and timely solution for providing the service.
11. The contractor shall comply with all applicable federal, state, and local regulations and ordinances including but not limited to Equal Opportunity Employment and Sexual Harassment laws.
12. The work schedule and/or specifications are subject to change by mutual written agreement between the County and the contractor.
13. The Fairfield County Commissioners reserve the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the contractor.
14. **Vending Equipment Placement & Installation:**
 - A. The Vending Service contractor shall provide all vending machines and equipment necessary to fulfill the service requirements at each vending location listed in Section 3.11.
 - B. Contractor is encouraged to provide equipment that is modern and of the latest machine technology, having bill changing capabilities, credit card readers, be electrically efficient, quiet, have unit sales counting capabilities and be aesthetically acceptable to the County. All selection buttons shall clearly display the product, package size, and price for each item.

- C. Contractor is encouraged to provide energy efficient equipment that has electronic timers or occupancy sensors to control the machine lighting for energy savings.
- D. Contractor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to the County, unless otherwise agreed upon by the County.
- E. Machines will be the property of the Contractor which shall be responsible for maintenance, service, repair, and movement of machines. The Contractor will assume all responsibility for damages caused by neglect, vandalism or any other cause.
- F. The County reserves the right to require machines to be relocated to a different space within the same facility.
- G. Machines shall be maintained and in proper working order at all times. The Contractor shall maintain the cleanliness of all vending machines, and is responsible to clean the inside and the outside of all machines during each service visit.
- H. All food vending machines must comply with all Federal, State, County, City, and local Health Department codes.
- I. Upon expiration or termination of the contract, the Contractor must remove all machines within thirty (30) business days of notification.

15. Facility Requirements

- A. The County will furnish at its own expense all electricity, network connections, and water service used for operation of the vending machines. In offering utility hookups and space, the County is not assuming liability for the Contractor's equipment and /or its contents.
- B. The County will be responsible for making any improvements or modifications to the existing vending areas to accommodate the equipment, as mutually agreed upon.
- C. Modifications to the building structure, electrical systems, plumbing, and any other part of the County building are the responsibility of the contractor and must be authorized, reviewed, and approved by the County.

- D. Plumbing - For machines that require an external water source, connections must be made from a County potable water supply line.
- E. Electrical – All machines containing perishable foods must have a lock on the power cord plug to prevent accidental or intentional disconnection.
- F. Electrical - Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards.

16. Service and Repairs

- A. At a minimum, service calls must be addressed within two (2) business days and repair or replacement of the non-functional machines must be addressed within two(2) weeks of notification.
- B. The names and telephone numbers of service personnel shall be provided with the proposal and affixed to each machine in a visible location. The County reserves the right to terminate the contract if Contractor does not respond to service calls for inoperative machines, machines that are not maintained, and if malfunctioning machines are not replaced or repaired in accordance with required response times listed in 17.A. above.
- C. Restocking, collection of monies, and preventative maintenance on all machines shall be done between the hours of 8:00 AM and 4:00 PM on weekdays, excluding County holidays listed in 3.10.2.
- D. Contractor shall have a written refund policy including a timeline for refunds to be issued. Each vending machine shall have contact information for refunds on damaged goods or when customers do not receive product for their money due to a malfunction of the machine.

17. Service Performance Evaluation Criteria

- A. The County and Contractor shall meet, on an annual basis or as-needed, to review sales and modify product selection if necessary. A County representative shall immediately notify the Contractor of any service deficiencies including, but not limited to:
 - 1. Failure to respond to service calls in a timely manner (within two (2) business days)
 - 2. Machines are not maintained or kept in working order
 - 3. Malfunctioning machines are not repaired or replaced within two (2) weeks
 - 4. Expired food is not removed or products are not being rotated

3.11 SERVICE LOCATION REQUIREMENTS FOR VENDING SERVICES

A. Administrative Courthouse, 210 East Main St, Lancaster, Ohio
(Approx. 60 employees and moderate public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|--|-----------------------|-----------------|--------|----------------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS- FRUIT | |
| 1. 1 st Floor Corridor – Near Stair | x | | x | x | |

B. Hall of Justice, 224 East Main St Lancaster, Ohio
(Approx. 80 employees and moderate public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|--|-----------------------|-----------------|--------|----------------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS- FRUIT | |
| 1. 2 nd Floor Restroom Hall | x | | x | | |
| 2. 4 th Floor Restroom Hall | x | | x | | |

C. Gov’t Services Center, 239 W. Main St., Lancaster, Ohio
(Approx. 220 employees and light public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|--|-----------------------|-----------------|--------|----------------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS- FRUIT | |
| 1. 1 st Floor West Elevator Lobby | x | | x | x | |
| 2. 2 nd Floor West Elevator Lobby | x | | x | x | |
| 3. 3 rd Floor West Elevator Lobby | x | | x | x | |

D. Liberty Center, 980 Liberty Drive, Lancaster Ohio
(Approx. 35 employees and light public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|---------------------------|-----------------------|--------------|--------|---------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS-FRUIT | |
| 1. Kitchenette Break Room | x | | x | | |

E. Agriculture Building, 831 College Ave., Lancaster, Ohio
(Approx. 30 employees and heavy public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|----------------------|-----------------------|--------------|--------|---------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS-FRUIT | |
| 1. Front Entry Lobby | x | | x | | |

F. Workforce Center, 4465 Coonpath Rd, Carroll, Ohio
(Approx. 15 employees and moderate public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|----------------------|-----------------------|--------------|--------|---------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS-FRUIT | |
| 1. Student Lounge | x | | x | x | |

G. Dog Shelter & Adoption Center, 1715 Granville Pike, Lancaster, Ohio
(Approx. 10 employees and light public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|----------------------|-----------------------|-----------------|--------|----------------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS- FRUIT | |
| 1. Garage | x | | X | | |

H. Sheriff's Office & Jail Complex, 345 Lincoln Ave., Lancaster, Ohio
(Approx. 125 employees and light public visitor traffic)

| LOCATION IN BUILDING | VENDING TYPE REQUIRED | | | | |
|----------------------|-----------------------|-----------------|--------|----------------------------|--|
| | COLD BEVERAGE | HOT BEVERAGE | SNACKS | HEALTHY FOODS- FRUIT | |
| 1. Break Room | | | X | X | |

3.12 BASIS OF RFP'S

- 3.12.1** Submit a commission amount to be paid to the County for the provision of vending services in each item, or as requested, on the attached Bid Form.

3.13 PROPOSAL SUBMISSION

- 3.13.1** Submit a proposal amount on the original RFP Proposal Form furnished by the Fairfield County Commissioners, in this document.
- 3.13.2** Sign Proposal with name typed below signature.
- 3.13.3** An RFP proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the party responding to the RFP.

- 3.13.4** Show all proposal amounts in type-written or clearly printed figures.
- 3.13.5** Oral, telephonic, facsimile or telegraphic Proposals in response to this RFP will NOT be accepted.
- 3.13.6** Submit sealed proposals in an opaque envelope plainly marked on the outside with the Request for Proposal title, bid date and time, and name of the Offeror.
- 3.13.7** If the proposal is mailed, the sealed proposal shall be enclosed in a separate mailing envelope with the notation “SEALED RFP for VENDING SERVICES” on the face of the RFP envelope.
- 3.13.8** Mailing and delivery address is:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS
Third Floor, Suite 301
210 East Main Street
Lancaster, Ohio 43130
- 3.13.9** Offeror’s shall be solely responsible for the timely delivery of their proposal in response to this RFP in the manner and time prescribed. No proposal shall be considered if it arrives after the time scheduled, as determined by the Fairfield County Commissioners.
- 3.13.10** Proposals in response to this RFP that are unsigned, improperly prepared, contain arithmetical errors, alterations or irregularities of any kind may, at the Fairfield County Commissioners discretion, be declared unacceptable.
- 3.13.11** Bid Bond Requirement: No bid bond or certified check will be required.
- 3.13.12** Include an attachment to describe the methods that will be used to ensure quality of service for the public buildings, including the process for verifying that products being sold are fresh and in good condition, and addressing customer complaints about poor service or lost money.
- 3.13.13** Include an attachment to describe how the vendor will provide exceptional value in service, through the provision of high-quality products and dependable operation of the vending machines.
- 3.13.14** Include an attachment to describe the proposed food and beverage products to be offered for sale along with price points for each product.
- 3.13.15** Include an attachment listing other similar vending service locations being provided by your company including the organization name, address, and their contact information.

3.14 RFP EVALUATION CRITERIA AND PROCEDURE

- 3.14.1** The Agreement will be awarded on the basis of the most commission to be paid to the County, and the best proposal. The Contractor will be expected to make monthly commission payments to the County.
- 3.14.2** The Fairfield County Commissioners reserve the right to reject any and all proposals in response to this RFP, and to waive any irregularities, nonconformities, or noncompliance with the terms of this RFP.
- 3.14.3** The Fairfield County Commissioners may consider any proposal not prepared and submitted in accordance with the provisions hereof and may waive any formalities or irregularities in the proposal submitted.
- 3.14.4** The Fairfield County Commissioners will award a contract to the selected vendor for the contracted work, as determined by the evaluation criteria listed in paragraphs 3.13.12 – 3.13.15 above, and per the table below.

| EVALUATION CRITERIA | RATING | x | WEIGHT | = | SCORE |
|--|--------|---|--------|---|-------|
| | | | | | |
| 1. Quality of Service Plan | | | | | |
| Verification that products are fresh and in good condition | | x | 1 | = | |
| Response to Customer complaints | | x | 1 | = | |
| Return lost money to customers when machines fail | | x | 1 | = | |
| | | | | | |
| 2. Exceptional Value Assurance Plan | | | | | |
| Use of high-quality products | | x | 1 | = | |
| Use of reliable and modern vending machines | | x | 1 | = | |
| | | | | | |
| 3. Food & Beverage Offerings | | | | | |
| Provide a list of food/beverage products to be offered | | x | 1 | = | |
| Provide price ranges for each product being sold | | x | 1 | = | |
| | | | | | |
| 4. References | | | | | |
| Provide a list of references for similar customers | | x | 1 | = | |
| | | | | | |

TOTAL SCORE = _____

Rating Values: 1=Poor; 2=Fair; 3=Good; 4=Excellent; 5=Superior

4 SUMMARY

4.1 Additional Requirements

In addition to any other requirements herein, the Contractor shall comply with the requirements listed below:

- a. General requirements
- b. Coordination
- c. Safety Requirements

4.2 General Requirements

- 4.2.1** The Contractor shall comply with all applicable ordinances, laws, and regulations. The Contractor shall obtain and pay for any and all required permits and inspections as needed.
- 4.2.2** The Contractor shall complete all necessary vendor forms as required by the Fairfield County Auditor's Office for payments.
- 4.2.3** The Contractor shall provide a Liability Insurance Certificate, and Workers Compensation Certificate to the County prior to the start of work.
- 4.2.4** All workers must be US citizens or hold current US work certificates.
- 4.2.5** The Contractor shall NOT permit workers to smoke, consume alcohol, or use illegal drugs during their work activities on County property.
- 4.2.6** The Contractor shall require workers to wear proper clothing, including shirts and shoes, during work activities. No clothing with offensive language or gestures imprinted on it will be permitted.
- 4.2.7** The Contractor shall submit monthly progress payments to the County for the services provided during the contract period.

4.3 Coordination

- 4.3.1** The Contractor shall coordinate all contract work activities to meet the schedule requirements with the authorized representative of the Fairfield County Commissioners, and provide a written schedule of the work if requested.

4.4 Safety Requirements

- 4.4.1** The Contractor shall comply with all worker safety regulations required by law.
- 4.4.2** The Contractor shall provide all necessary equipment and precautions to keep the public safe in the immediate area during work activities.

PROPOSAL FORM

COMPANY NAME: _____

MAILING ADDRESS: _____

Contact Person: _____

Phone Number: _____

Total Number of Staff: _____

Federal ID Number: _____

Corporation No. _____ (if applicable)

PROPOSAL SUBMITTED TO: The Fairfield County Board of Commissioners
210 East Main Street, Third Floor
Lancaster, Ohio 43130

ITEM 1: ADMIN COURTHOUSE

COMMISSION AMOUNT

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 2: HALL OF JUSTICE

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 3: LANCASTER GOV'T SERVICES CENTER

COMMISSION AMOUNT

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 4: LIBERTY CENTER

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 5: AGRICULTURE CENTER

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 6: WORKFORCE CENTER

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 7: DOG SHELTER & ADOPTION CENTER

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 8: SHERIFF'S OFFICE & JAIL FACILITY

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

ITEM 9: ALL FACILITIES LISTED ABOVE (Preferred Option)

Total Amount of Proposal for a 3-Year Contract: _____

Total Amount of Proposal for a 5-Year Contract: _____

A. By submitting to this RFP, the undersigned acknowledges that the representations in this proposal are binding and agrees:

1. To enter into a Contract or Agreement if awarded on the basis of this proposal and the attached RFP, and to furnish all requirements of this RFP.
2. To comply with all project schedule requirements as noted.

B. I have attached the following required documents to this proposal:

1. NON-COLLUSION AFFIDAVIT
2. EQUAL EMPLOYEMENT OPPORTUNITY FORM
3. AFFIDAVIT OF PERSONAL PROPERTY TAX LIABILITY
4. DRUG FREE WORK PLACE CERTIFICATION

NOTE: All RFPS submitted to the Board of Fairfield County Commissioners must follow the guidelines in Section 3.13 - **PROPOSAL SUBMISSION**.

Signature of OFFEROR: _____

Printed Name of OFFEROR: _____

Date Signed: _____

CONTRACT FORM B

NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS:
Fairfield County)

I _____ being first duly sworn, deposes and says that
he/she is _____ (Sole Owner, a Partner, President, Secretary, etc.)
of _____

the party making the proposal; that such proposal is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation, that such proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder or to secure any advantage against Fairfield County; that all statements contained in such proposal are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, public official or employee, organization, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed: _____ Title: _____

SWORN to and SUBSCRIBED before me this ____ day of _____, 20____
in _____ County, State of Ohio.

My Commission expires: _____

NOTARY PUBLIC

CONTRACT DOCUMENT C

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please Print)

(Firm or Company Name)

CONTRACT FORM D

AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR NON~DELINQUENCY OF PERSONAL PROPERTY TAXES PER O.R.C. SECTION 5719.042

STATE OF OHIO)
) SS
COUNTY OF FAIRFIELD)

TO: Fairfield County Commissioners

The undersigned, being first duly sworn, having submitted a bid for;

_____ ,
hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Contractor (Signature)

Sworn to before me and subscribed in my presence this ____ day of _____, 201__.

Notary Public
Commission Expires: _____

Seal

CONTRACT FORM E

DRUG FREE WORKPLACE

This is to certify that the undersigned Contractor complies with the Drug Free Workplace Act of 1988:

1. Any individual contractor must agree not to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
2. All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace.

In the event of the Contractor's non-compliance with the drug free workplace certification, contracts may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts.

Date

Authorized Signature of Contractor

Company Name

Print Name