

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSALS #03242011
VENDING SERVICES

Summary

McHenry County College requests proposals from companies to provide Vending Services for MCC.

Issued:	February 17, 2011
Service Requested:	Vending Services
RFP Closing Date/Time:	March 24, 2011, 10:00 a.m. CST
RFP Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before March 24, 2011, 10:00 a.m. CST. There will not be a public bid opening.

All late proposals will be rejected.

All proposals must be signed by a duly authorized representative of the firm.

All unsigned proposals will be automatically rejected.

McHenry County College administration will competitively evaluate all qualified proposals and present a recommendation to enter into an agreement with the Board of Trustees at the April 28, 2011 Board meeting.

We appreciate your interest in McHenry County College and look forward to your response.

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REQUEST FOR PROPOSAL



Vending Services

RFP# 03242011

Issue Date: February 17, 2011

RFP Response Deadline: March 24, 2011

McHenry County College
8900 US Highway 14
Crystal Lake, Illinois 60012-2761
Telephone: (815) 455-3700

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1.0 GENERAL REQUIREMENTS

1.1 Introduction: McHenry County College (hereinafter “MCC”) is inviting responsible Contractors (hereinafter “Bidder” or “Contractor”) to submit bids to provide *Vending Services* at both the Crystal Lake and McHenry campuses. A more complete description of the supplies and/or services sought is provided in the “Bid Specifications” of the RFP. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Selected Contractors may be required to make oral presentations, and respond to any additional questions that arise during McHenry County College’s review of the Contractor’s proposal. Failure of a Contractor to conduct a presentation on the date scheduled may result in rejection of the Contractor’s proposal.

Unsolicited bid samples or descriptive literature however, are submitted at the Contractor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the Contractor to contest a decision or understanding with MCC.

1.2 Background: McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago. MCC is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012.

MCC’s business center, The Shah Center, 4100 W. Shamrock Lane, McHenry, IL 60050, provides training and assistance to over 600 area businesses and close to 9,000 individuals each year. Services range from one-on-one counseling for entrepreneurs to customized on-site employee training seminars

1.3 Contact Information: The contact, identified below, is the sole point of contact regarding the *RFP and bid submission* from the date of issuance until selection of the successful Contractor.

Jennifer Jones
Director of Business Services
McHenry County College
8900 US Highway 14
Building A, Room 246
Crystal Lake, IL 60012
Email: jjones@mchenry.edu

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- 1.4 Contract Terms:** The initial agreement period will begin on July 1, 2011 and continue through June 30, 2016. The agreement is renewable in one year increments by mutual agreement of both parties after the end of the initial five (5) year period.

The successful Contractor agrees to execute a formal written contract with McHenry County College subject to any modifications as may be required by MCC. Proposals shall identify the individuals having authority to contractually bind the Contractor. It shall also name the person to be contacted both during the period of evaluation of proposals and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual

- 1.5 Minimum Bidder Qualifications:** The Bidder shall have a minimum of three (3) years, previous experience and possess manpower, equipment, and financial resources, to perform the type, magnitude, and quality of work specified.
- 1.6 Inspection of Premises:** Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to MCC, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

For site inspection appointment contact Sandra Johnston, 815-455-8793.

- 1.7 Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues RFP	February 17, 2011
Last day to send question/clarifications to jjones@mchenry.edu	March 10, 2011
Date addendum posted to www.mchenry.edu/bid for changes, questions, clarifications, etc.	March 14, 2011
Bid Due Date	March 24, 2011, 10:00 A.M. CST
Reviewed by MCC Evaluation Team	March 28, 2011
Reviewed by Board of Trustees	April 28, 2011
Notification of Award	May 2, 2011
Contract Start Date	July 1, 2011
Installing of new machines	To be coordinated with Project Manager
Project Manager	Sandra Johnston 815-455-8793

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2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders:** Bidders are responsible for examining solicitation documents and any addenda issued to become informed of all conditions that might affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be *prima facie* evidence that the Contractor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 Interpretation or Representations:** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 Addenda:** The only method by which any requirement of this solicitation may be modified is by written addendum. Addendum can be found on our website at www.mchenry.edu/bid. Such addenda shall be acknowledged by signature and included in your bid submission.
- 2.5 Bid Preparation Costs:** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. MCC is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.
- 2.6 Cancellation of RFP:** If the Director of Business Services determines that it is in MCC's best interest, he/she reserves the right to do any of the following:
- Cancel this RFP
 - Modify this RFP in writing as needed
 - Reject any or all proposals received in response to this RFP
- 2.7 Accuracy/ Withdrawal of Proposals Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Business Services of McHenry County College.
- 2.8 Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The Contractor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.

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2.9 Evaluation: In evaluating the bids submitted, MCC will apply the “Best Value” standard in selecting the Contractor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that Contractor whose offer conforms to the bid and it is determined to be the most advantageous, or “best value” to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of products and services the firm proposes to provide.
2. The ability to provide product and service in an expedient and efficient manner.
3. The firm’s overall experience, reputation, expertise, stability, and financial responsibility.
4. The experience and qualifications of the staff that will be assigned to the account.
5. The provider’s ability to assist MCC in meeting the overall goals of bid.
6. The bidder’s past relationship with MCC, if any.
7. Any other relevant factor that a business entity would consider in selecting a Contractor.

2.10 Award of Contract: MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of MCC. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered. In the event two bidders have submitted equal values for items listed, the in-district bidder will be given preference, everything else being equal.

The successful and unsuccessful bidders will be notified within three business days by e-mail of the successful bidder, following the Board of Trustees meeting. The Contractor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. We reserve the right to make moderate quantity alterations to conform to budget limitations.

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- 3.0 INSTRUCTION TO BIDDERS:** Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid. In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.
- 3.1 Cover Letter:** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP.** Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not Subcontractors will be used.
- 3.2 About Your Company:** Please provide information regarding the organizational structure of your company. List separate legal entities and their relationship to each other. Please also include a copy of your most recent financial statements including your annual sales.
- 3.3 References:** Please provide contact information for at least (4) current clients similar in size and/or structure to MCC using Attachment D.
- 3.4 Contact Information:** Please provide the names and contact information for all individuals responsible for service and management of vending machines located at MCC.
- 3.5 Pricing:** Bidder shall submit pricing on the Proposal Revenue Recap form (Attachment B).
- 3.6 Packaging of Response:** Please submit (1) original and (2) copies of the bid. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:
- Bidder's complete name and address
 - Solicitation Number
 - Bid Due Date and Time
 - Sealed Bid
- 3.7 Late Bids:** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.
- 3.8 Bidder's Signature:** Attachments A-D must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

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- 3.9 Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late bid. Winning bidder will be listed on our website after the board of trustee's April 28, 2011 meeting.
- 3.10 Responders' Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

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4.0 BID SPECIFICATIONS

The successful Contractor shall be granted exclusive vending machine rights to sell food, beverages, and other allied items listed in the Proposal upon MCC campuses in Crystal Lake and McHenry Illinois. The use in this paragraph of the word “exclusive” implies that MCC shall not allow any other outside food vending Contractor to operate vending machines on the premises, during the life of this agreement.

The Contractor shall, without cost to MCC, install, operate, and maintain upon the premises for a period of five (5) years, factory new vending machines of the latest design and model with menus that include varieties of hot and cold sandwiches and meals from appetizers to desserts. The estimated annual gross sales for calendar year 2010 were approximately \$200,000. See Exhibit 2 for additional sales information. MCC does not guarantee this volume.

The Contractor shall be an independent Contractor and in providing services hereunder shall not be deemed to be the agent of MCC. All persons performing work hereunder for the Contractor shall be employees or Subcontractors of the Contractor, and not MCC. Installation, operations, maintenance, removal and replacement of vending machines provided hereunder shall be the sole responsibility of the Contractor and shall be performed by the Contractor or Subcontractor or its employees under the exclusive direction, supervision, and control of the Contractor. The Contractor shall be fully responsible to MCC for the acts and omissions of persons directly and/or indirectly employed by the Contractor.

VENDING OPTIONS: Contractors are asked to include pricing for each scenario under which they are proposing to provide services. Contractors should utilize the Proposal Revenue Recap form (Attachment B) to record their annual figures. Each Contractor agrees to provide services at **both** the Main Campus and the Shah Center location.

In order to maximize revenue, MCC will consider exclusive brands in return for lump sum payments, annual institutional support and or other financial incentives in addition to vending commissions. All exclusivity requirements should be clearly defined and notated in the response as well as on the Proposal Revenue Recap form (Attachment B).

MISCELLANEOUS: MCC will not be liable for any damage, pilferage, act of violence, fire or theft of the supplies and equipment. All supplies and specified equipment will belong to, and continue to be owned by, the Contractor. MCC shall be notified in writing of any damage or thefts connected with the vending program with the exception of the very minor problems. MCC will assist in identifying offender(s) if damage, violence or thefts occur.

EQUIPMENT AND MAINTENANCE: Contractor will provide all necessary automatic vending equipment including bill changers, microwave oven, plastic silverware, wax paper, napkins and condiment supplies necessary. Contractor will maintain all required permits. Contractor will maintain , service and keep installed vending machines in good working order at all times. Contractor will keep machines sanitary throughout, and assume all responsibility for the mechanical operation of all equipment, including microwaves, vending machines, and change machines. Furthermore, Contractor agrees to provide janitorial services and to keep vending areas clean.

REFUNDS: Contractor shall supply a refund bank at locations designated by MCC. Each refund bank shall be maintained with sufficient monies at all times to meet the needs of each location. Contractor may

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require signed receipts for each refund as made, but may not hold any College employee or office of MCC responsible for any refund made.

REPAIR SERVICE REQUIREMENTS: Contractor shall maintain local repair and maintenance facilities which will provide 24 hour 7 day a week service with radio dispatch within MCC district. In addition, service for microwave shall be within two (2) hours of service call.

LICENSES AND TAXES: Contractor will be responsible for all Federal, State and Local licenses and taxes in connection with the vending services provided.

PERSONNEL: Contractor agrees to furnish necessary identification passes required for entrance to or exit from described premises at any time for any day, night or weekend service calls. Contractor will observe all regulations in effect upon the described premises.

The Contractor's service personnel will at all times be dressed in clean uniforms (clearly identifying their employer) and will observe all regulations in affect upon MCC premises. The duties and responsibilities of the service personnel consist of, but are not limited to, the following:

1. Fill, clean and collect monies from all vending machines, clean and restock condiment areas and microwave ovens, and pick up trash from the floor.
2. Keep all vending machines and equipment, service and storage areas in a clean and sanitary condition and neat in appearance.
3. Make refunds as necessary.

RECORDS: Contractor will at all times maintain an accurate record of all merchandise, collections, sales and inventories necessary in connection with the proper operation of the machines installed under this agreement. Furthermore, Contractor agrees to allow MCC full access to before mentioned records for audit purposes. MCC reserves the right to a physical audit of machinery and sales information at anytime.

ATHLETIC EVENTS / BOOKSTORE / FOOD SERVICE / FUNDRAISERS: McHenry County College reserves the right to sell items similar to those to be included in the contract in conjunction with athletic, bookstore, food service, fundraisers, or other special events. The sale of such items will be independent of the contract.

PRICING AND PRICE CHANGES: Prior to signing a final agreement, the selected Contractor will provide MCC with a price and item list for the items proposed, and samples of food items upon request. MCC recognizes the possibility that the Contractor may have to adjust prices during the term of the contract. Any price changes will become effective only after written consent is given by the Vice President for Administration.

Current pricing on key items is as follows:

Candy Bars	\$1.00
Snacks	\$.85 to \$1.00
20 oz. bottled water	\$1.25
20 oz. bottled pop	\$1.50
Other specialty drinks	\$1.35 and up

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MCC believes this pricing to be fairly aggressive and the commission plan should be reflective of these prices. Contractors should clearly state the proposed prices in the response. At no time will the Contractor sell equal products for less than the selling price in the MCC Cafeteria.

COMMISSION PLAN: Contractor shall submit a financial plan based on annual projected sales for term of contract. This plan will include a list of all products offered with unit prices, estimated net sales, commission percent for each product and estimated dollar amount of commissions for each product.

MCC prefers a guaranteed flat dollar minimum amount of annual commission for the contract period. At the end of each contract year, a commission above the minimum guaranteed amount will then be paid at the agreed upon commission rates, if applicable. Alternatively, MCC is open to a variable rate commission rate with no guaranteed minimum amount.

Commissions are to be paid monthly in twelve (12) installments on or before the 15th of each month. If payments are not made in a timely manner, after a fifteen (15) day grace period, MCC reserves the right to terminate the contract.

TERMINATION OF CONTRACT: MCC may terminate this Agreement at any time, in whole or in part, with or without cause, upon 90 days written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the MCC for any increase in project cost incurred by the MCC in completing the work. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of MCC. MCC shall have no liability to Contractor beyond the date of termination. In no event shall Contractor be compensated for anticipated profit or lost opportunity. The Contractor shall complete all of its obligations and responsibilities under the terms of this proposal including, but not limited to, payment of all amounts owing for commissions through the end of the term.

RFP RESPONSE REQUIRED COMPONENTS: Submit one original and two copies of proposal including the completed attachments:

- Attachment A - Execution of Proposal
- Attachment B - Proposal Revenue Recap
- Attachment C - Contractor Certification
- Attachment D - References

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5.0 GENERAL TERMS AND CONDITIONS

1. **Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
2. **Acceptance and Rejection:** MCC reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.
3. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations should be explained in detail.
4. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
5. **Resale Price Maintenance:** MCC opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.
6. **Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
7. **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.
8. **Equal Employment Opportunity:** To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.
9. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive, and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with McHenry County College.

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10. **Information and Descriptive Literature:** Bidders are to furnish all information requested. Further, as may be specified elsewhere, each bidder must submit with the bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
11. **Condition and Packaging:** If applicable and unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition; that all containers shall be new and suitable for storage or shipment; and that prices include standard commercial packaging.
12. **Safety Standards:** If applicable, manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
13. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed, will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
14. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. McHenry County College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
15. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of McHenry County College, including shipping and billing instructions. McHenry County College is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval from the Vice President for Finance, McHenry County College.
16. **Performance and Default:** McHenry County College reserves the right to require a performance bond from the successful bidder. Otherwise, in case of default on part of the Contractor, McHenry County College may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any Contractor default.

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17. **Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications conforming to Illinois State Statute 20/30.1 pertaining to public community colleges.
18. **Warranty:** Seller warrants that all services and articles will be merchantable and will be free from defect in material and workmanship, and will conform to applicable specifications, drawings, or descriptions furnished by McHenry County College.
19. **Patents:** The Contractor agrees to hold and save McHenry County College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
20. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
21. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
22. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of the Vice President of Administration.
23. **Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
24. **Right to Cancel:** MCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the Contractor with 90-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
25. **Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
26. **Negotiation:** MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of MCC.

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27. **Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
28. **Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. **Upon notification of award and prior to issuance of a contract, the Contractor shall provide MCC a certificate of insurance naming McHenry County College as additional insured.**
29. **Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
30. **Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
31. **Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.
32. **Delivery:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
33. **Guaranteed Delivery:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials, shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary including administrative costs.
34. **Controlling Law:** This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.
35. **Web Accessibility:** As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>

MCHENRY COUNTY COLLEGE
 REQUEST FOR PROPOSALS #03242011
 VENDING SERVICES

EXHIBIT 1
CURRENT VENDING MACHINE LOCATIONS AND EQUIPMENT LISTING

BUILDING/LOCATION	FLOOR	BOTTLES	FROZEN	SNACKS	HOT BEV	CAN JUICE	FOOD	CAN SODA
MAIN CAMPUS BLDG A	1st Floor - Gym Hallway	1	0	1	0	0	0	0
MAIN CAMPUS BLDG A	2nd Floor - Fitness Center	0	0	0	0	1	0	0
MAIN CAMPUS BLDG A	2nd Floor – Library	2	0	2	1	0	0	0
MAIN CAMPUS BLDG A	3rd Floor	1	0	1	1	0	0	0
MAIN CAMPUS BLDG B	1st Floor - Cafeteria/Dining Hall	2	1	2	1	1	1	0
MAIN CAMPUS BLDG D	1st Floor - by Greenhouse	1	0	1	1	0	0	0
MAIN CAMPUS BLDG E	1st Floor	1	0	1	1	0	0	0
SHAW CENTER - MCHENRY IL	N/A	1	0	1	1	0	1	1
TOTAL NO. OF MACHINES		9	1	9	6	2	2	1

Note:

All beverages will be in plastic bottles. All vending machines must accept \$1 bills and \$1 coins. All change machines will be dollar coin machines which will accept \$5, \$10 or \$20 bills and dispense singles and/or quarters.

The types, numbers, and locations of machines will not be changed without mutual agreement between MCC and the Contractor.

MCHENRY COUNTY COLLEGE
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EXHIBIT 2
2010 TOTAL SALES
12/27/2009 to 12/25/2010

Location Description	POS Description	Revenue Basis
<u>MCHENRY CNTY COLLEGE MAIN CAMPUS [BLDG E/ NEW BLDG]</u>		
	V13365-HOT BEV	\$2,393.35
	V23115-BOTTLE	\$15,980.35
	V5404-SNACK	\$12,211.55
<u>MCHENRY CNTY COLLEGE MAIN CAMPUS [BLDG A 3RD FLR/ SAGE]</u>		
	V13066-HOT BEV	\$2,231.15
	V23160-BOTTLE	\$7,305.50
	V3942-SNACK	\$6,513.55
<u>MCHENRY CNTY COLLEGE MAIN CAMPUS [BLDG D /APPLIED SCI]</u>		
	V13367-HOT BEV	\$1,120.75
	V24822-BOTTLE	\$2,544.95
	V4607-SNACK	\$1,968.15
<u>MCHENRY CNTY COLLEGE MAIN CAMPUS [DINING B / MAIN]</u>		
	40187-CAN JUICE	\$1,365.10
	V13651-HOT BEV	\$7,654.70
		\$7,654.70
Total for POS V13651-HOT BEV:		
	V20780-FOOD	\$4,746.25
	V23129-BOTTLE	\$16,744.80
	V24026-BOTTLE	\$14,432.70
	V3801-SNACK	\$9,916.85
	V5746-SNACK	\$4,716.00
<u>MCHENRY CNTY COLLEGE MAIN CAMPUS [FITNESS A /LEVEL 2]</u>		
	V18324-CAN JUICE	\$1,597.85
<u>MCHENRY CNTY COLLEGE MAIN CAMPUS [GYM 1ST FLR HALL A]</u>		
	V23156-BOTTLE GLASSFRONT	\$10,989.50
	V24203-BOTTLE	\$2,332.75
	V5408-SNACK	\$7,188.75
<u>MCHENRY CNTY COLLEGE MAIN CAMPUS [LIBRARY A/2ND FLR]</u>		
	V13643-HOT BEV	\$8,606.35
	V23185-BOTTLE	\$13,218.30
	V23309-BOTTLE	\$10,731.20
	V3229-SNACK	\$8,351.15
	V3938-SNACK	\$10,667.00
TOTAL ANNUAL SALES		\$193,183.25

MCHENRY COUNTY COLLEGE
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ATTACHMENT A
EXECUTION OF PROPOSAL

Bid Submitted By and Authorized Signature: The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document. All deviations from specifications and terms are in writing and attached hereto.

Bid Submitted by: _____

Signature: _____

Title: _____

- The Owner/
Sole Proprietor Member of the
Partnership Officer of the
Corporation Member of the
Joint Venture

Company: _____

Address: _____

Email Address: _____

Telephone: _____

Fax: _____

Date: _____

Contract Person: _____

FEIN: _____

MCHENRY COUNTY COLLEGE
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**ATTACHMENT B
 PROPOSAL REVENUE RECAP**

Please select the appropriate arrangement:

- _____ Beverage Vending Only
- _____ Exclusive Beverage Vending (Please list exclusive brand _____)
- _____ Snack Vending Only
- _____ Beverage & Snack Vending
- _____ Exclusive Beverage & Snack Vending (Please list exclusive brand _____)
- _____ Food Vending
- _____ Frozen/Ice Cream Vending

Please record applicable revenue components:

	ESTIMATED ANNUAL NET SALES	GUARANTEED ANNUAL AMOUNT, IF ANY	COMMISSION % (OF NET SALES)	ESTIMATED ANNUAL TOTAL COMMISSION PAYMENTS	ADDITIONAL PAYMENTS (PLEASE EXPLAIN. IE. EXCLUSIVE BEVERAGE ARRANGEMENT)
COFFEE BEVERAGE					
SNACK					
FROZEN FOOD					
TOTAL					

***** This Proposal Revenue sheet must be returned with your Proposal *****

Company: _____
 (Print Company Name)

Name: _____ **Title:** _____
 (Print) (Print)

Signature: _____
 (Signed in ink)

MCHENRY COUNTY COLLEGE
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ATTACHMENT C
CONTRACTOR CERTIFICATION
Illinois Revised Statute 1987
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name _____

By * _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once an INVITATION FOR BID for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

MCHENRY COUNTY COLLEGE
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**ATTACHMENT D
REFERENCES**

List four community colleges to whom your company has sold and installed comparable products within the last three years:

1. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
TELEPHONE: _____
EMAIL: _____

2. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
TELEPHONE: _____
EMAIL: _____

3. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
TELEPHONE: _____
EMAIL: _____

4. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
TELEPHONE: _____
EMAIL: _____