



# **City of Kirkland**

## **Request for Proposal**

### **Vending Machine Services**

### **Job # 09-20-CMO**

**Issue Date: January 27, 2020**

**Due Date: February 10, 2020 – 3:00 p.m. (Pacific Time)**

## REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington (City), for:

### Vending Machine Services

File with Financial Operations Manager, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received later than **3:00 p.m. PDT February 10, 2020 will not be considered.**

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by proposers in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A response that indicates that any of the requested information in this RFP will only be provided if and when the proposer is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 27th Day of January, 2020.**

Greg Piland  
Financial Operations Manager  
425-587-3123

## **City Profile**

The City is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of approximately 84,680, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles.

## **Scope of Work**

The CONTRACTOR shall perform all services and provide all goods as identified below:

Provide a full-line vending service that offers favorably priced, quality food, snacks and beverages. Provide the City staff and visitors with healthy food options for food and beverage services. Provide vending services in a manner which will improve customer perception, participation and acceptance of vending services.

- A. The City intends to award a contract to provide service to City buildings where vending is, or may be, requested.
- B. Upon commencement of an agreement, Contractor shall install equipment approved by the Facilities Manager in all buildings where vending is requested. All machines shall be installed by the contractor at no charge to City. Vending machines shall remain the property of the Contractor. A list of the sites to receive vending equipment is included in this scope of work. Additional sites may be added to this contract by addendum as necessary.
- C. Vending machines shall be new and/or of good quality. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match either in color and style. Energy efficient machines are required. Power to the vending machines must fit the present configuration at each location. The Contractor will not be charged for the power consumed by the machines.
- D. Vending machines must accept any combination of nickels, dimes, quarters and dollar coins, bills and credit/debit cards. Any changes to equipment, price changes, or other changes to the nature of the service, require two (2) weeks advanced written notice to the Facilities Manager. The City reserves the option to accept the change or request further discussion of options.
  - All machines must bear a sticker or label in a highly visible location that identifies the Vendor's name and customer service telephone number to call for services, lost money, and other complaints and problems.
  - Vendor agrees to reimburse all money lost in the machines that are the result of machine malfunction. Vendor shall identify person/position that is responsible for refunds.

- Vending machines shall remain the sole and exclusive property of the Vendor. The Vendor shall have the responsibility for the security of the machines and cost of repairs and/or loss due to damage or acts of vandalism.
- E. Vendor shall respond to all service requests within 24 hours of verbal notification.
- F. Vendor shall inspect and clean the interior and exterior of vending machines at least on a monthly basis, and more often as may be required to maintain sanitary conditions and a neat and clean appearance.
- G. Product pricing shall be kept as low as feasible in order to provide favorably priced items to the City staff and visitors.
- H. The City reserves the right to approve all selections and product mix by location to be sold in the machines. Healthy alternatives shall be available. The City also reserves the right to request specific products be offered in vending machines on its premises. Upon award, a City Representative will meet with the Contractor to select a product mix per machine, per location. Alcohol and Tobacco products will not be vended on City premises. An updated snack and beverage list should be made available to the City at least quarterly for consideration and acceptance.
- I. It is recognized that price changes resulting from changes in Contractor's costs may occur from time to time over the course of the contract. Contractor shall notify the City's Facilities Manager at least 30 days written notice in advance of any proposed price change. Such price change shall not occur without City's approval. Supporting documentation showing Contractor's costs have increased shall be required.
- J. Contractor shall be subject to all state statutes, specifically including RCW 74.18.200-230 and WAC 67.33.160 which gives priority to blind enterprises licensed by the state. Contractor shall be responsible for ensuring payment of net proceeds to authorized state agencies as defined by those agencies and the cited RCW. WAC 67.33.160 requires that the minimum return to the DSB be at least 10% of the gross sales of the vending machines in an area considered Administrative on a monthly basis. The Vendor shall make arrangements and enter into an agreement with the DSB to effect the payment of commission.
- Reports shall be forwarded once a year to the Facilities Manager showing consumption, for each machine by location in buildings noted as "Administrative" along with a yearly statement showing net proceed payments to authorized state agencies.
- K. Contractor shall maintain and service the machines and equipment as required to meet all laws and regulations, and to the City's satisfaction. Machines shall be serviced on a frequent and regular basis to ensure fresh product and to limit stock outages. All products shall be removed and replaced by the date their freshness dating expires, as indicated by the manufacturers' date stamped on the package.

- L. Service calls must be addressed within a reasonable amount of time such as same day of request. Contractor shall provide a list of service contact names with phone numbers for this purpose and keep it updated.
- M. In lieu of payment to the City for the sales opportunity and the use of electrical power and water, the Contractor shall provide a discounted price for vended items. This amount shall be reflected in the proposal submitted. Contractor shall price vended products at the price specified in their proposal.

The City is requesting proposals from suppliers to provide vending machines, products and associated services at the following locations:

**City Hall – 123 5<sup>th</sup> AVE**

**(272 employees plus visitors)**

- One soft drink machines
- One candy/snack machine
- One café machine in lobby

**Maintenance Center – 915 8<sup>th</sup> ST**

**(100 employees in summer, 70 employees in fall, winter, and spring)**

- One soft drink machine
- One candy/snack machine

**Kirkland Justice Center – 11750 NE 118<sup>th</sup> ST**

**(148 employees plus visitors)**

- Two drink machine
- One candy/snack machine

**North Kirkland Community Center – 12421 103<sup>rd</sup> AVE NE**

**(10 employees, 80 seasonal, instructors and visitors)**

- One soft drink machine

**Parks Maintenance Center – 12006 120<sup>th</sup> PL NE**

**(28 - 55 employees)**

- One soft drink machine
- One Candy/snack machine

**Cooperative Purchasing**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

**Liability Insurance**

Contractor will be required to enter into a standard General Services contract (Attachment A), and provide a Certificate of Insurance naming the City as an additional insured. The Commercial General Liability insurance limit shall not be less than \$1 million combined single limit occurrence and a general aggregate of \$2 million.

**Term of Contract**

This agreement will be for a period of three (3) years, with a City option to renew for two additional one year periods. The Facilities Manager shall make the determination of contract renewal.

The City reserves the right to cancel the General Services Contract upon 10 days written notice to the Contractor.

**Additional Information or Scheduling of Site Visits**

Questions regarding this RFP or requests to arrange site visits should be addressed to Dayleen Krueger by email to [dkrueger@kirklandwa.gov](mailto:dkrueger@kirklandwa.gov)

**Process Schedule**

The City will attempt to follow this timetable, which should result in the full implementation of an agreement by March 1, 2020.

Issue RFP	January 27, 2020
Deadline for questions	January 31, 2020
Responses to questions	February 4, 2020
Deadline for submittal of proposals	February 10, 2020
Interviews (if needed) Week of	February 10, 2020
Selection of successful proposal	February 17, 2020
Agreement for services signed	February 25, 2020
Implementation of services	March 1, 2020

***These dates are estimates and subject to change by the City.***

**Submittal Requirements**

In addition to any promotional information, each vendor must submit the following:

1. Proposed items including price
2. Proposed service schedule
3. Options for providing refunds
4. Pictures or brochures of proposed machines to be installed
5. Completed Supplier’s Qualifications form
6. Completed Non-Collusion Affidavit

7. Proposal must be signed by a company officer with the appropriate authority to commit the supplier to the proposal.

### **Proposal Modifications and Clarifications**

The City will not reimburse proposers, for any costs involved in the preparation and submission of proposals, or for attendance at subsequent interviews. Furthermore, this request for proposals does not obligate the City to accept or contract for any express or implied services. The City reserves the right to negotiate regarding the terms and compensation for any proposal. The City reserves the right to request any proposer clarify their response or to supply any additional material deemed necessary to assist in the evaluation, and to modify or alter any or all of the requirements in this request for proposals.

### **Evaluation Procedures**

Staff will evaluate the submitted proposals. The evaluators will consider how well the proposer’s proposed methodology and deliverables meet the needs of the City as described in the proposer’s response to each requirement of the proposal. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost proposer. Rather, it is intended to help the City select the proposer with the best combination of attributes, including price, based on the evaluation factors. In accordance with RCW 74.18.220, priority for contract award will be given to Washington State Services for the Blind, Business Enterprises Program licensees.

***The City will evaluate all proposals received under this solicitation using the following criteria:***

	<b><u>Points</u></b>
• Completeness of proposal submitted	0-10
• Business record and references	0-20
• Demonstrated ability to provide requested services	0-20
• Product offerings including healthy options	0-20
• Product pricing	0-30

### **Selection Process**

The City may choose to select a short list of respondents for interview by a committee during early May. The selected Service Provider must be prepared to provide services beginning March 1, 2020. Selection of a Service Provider will be based on the review committee’s judgment as to the best match between the city’s needs and the background and proposal of the proposer.

Written questions regarding this request for proposals should be submitted by 4:00 p.m. on January 31, 2020, and directed to Dayleen Krueger, by email to [dkrueger@kirklandwa.gov](mailto:dkrueger@kirklandwa.gov).

### **Proposal Submittal Instructions**

Proposals must be received by no later than **3:00 pm PDT on February 10, 2020.**

We prefer that proposals be submitted by email. Emailed proposals should include "Proposal-Job #09-20-CMO" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland  
Attn: Greg Piland – Job #09-20-CMO  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (5) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, Vending Machine Services RFP. The proposer's name and address must be clearly indicated on the envelope.



**STATEMENT OF SUPPLIER'S QUALIFICATIONS  
CITY OF KIRKLAND REQUEST FOR PROPOSAL  
VENDING MACHINE SERVICES  
JOB NO. 09-20-CMO**

Each Supplier bidding on work included in these documents shall prepare and submit the following data along with their proposal.

1. Name: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

3. Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

4. How many years have you been engaged in business under the present firm name? \_\_\_\_\_

5. Response time upon request for service or machine issues: \_\_\_\_\_ hours.

6. Provide at three references with phone numbers:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

7. Bank references: \_\_\_\_\_

8. State of Washington Registration No.: \_\_\_\_\_

9. Federal IRS Identification No.: \_\_\_\_\_

10. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the provision of vending services to the City of Kirkland should I be awarded the Contract.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Non-Collusion Affidavit**  
VENDING MACHINE SERVICES  
JOB NO.: 09-20-CMO

STATE OF WASHINGTON    )  
  ) SS  
COUNTY OF KING        )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows for the City of Kirkland:

Vending Machine Services as specified in RFP #09-20-CMO

\_\_\_\_\_

FIRM NAME

\_\_\_\_\_

AUTHORIZED SIGNATURE

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



## GENERAL SERVICES CONTRACT - SAMPLE

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and \_\_\_\_\_ (hereinafter the "Contractor").

### I. SERVICES PROVIDED

The Contractor agrees to provide all necessary labor to perform the following services for the City:

Vending services as required in the Request for Proposal for Job #09-20-CMO.

### II. CONDITIONS/ARRANGEMENTS

A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:

Electrical and water service for vending machines located at City facilities.

B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.

C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

### III. DURATION

Contractor agrees to perform the services under this Agreement for a period of 3 years, commencing upon acceptance of this Agreement, and with the anticipated start date of March 1, 2020. The City reserves the right to, at City's option, extend the agreement for up to two additional years.

### IV. PAYMENT

A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$\_\_\_\_\_. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.

B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

### V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services

performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

**VI. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

**VII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**VIII. TERMINATION OF CONTRACT**

The City or the Contractor may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

**IX. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**X. LIABILITY INSURANCE COVERAGE**

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. NOTICES/FORMAL COMMUNICATIONS**

Written notices, requests, or grievances to the City shall be made to:  
Facilities Services, Attention: Chris Dodd  
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington, 98033.

**XIII. GENERAL ADMINISTRATION AND MANAGEMENT**

The Facilities Services Manager for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

**XIV. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR

CITY OF KIRKLAND

\_\_\_\_\_  
*(signature)*

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

City, Zip \_\_\_\_\_

Phone(s) \_\_\_\_\_

SS#/Tax ID# of Payee:

\_\_\_\_\_