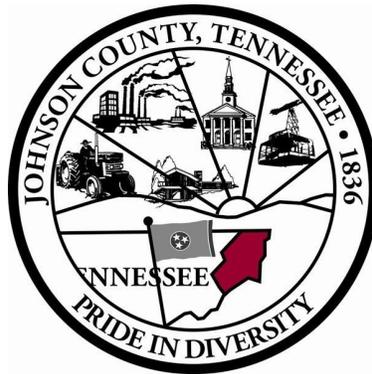


REQUEST FOR PROPOSALS

FOR

Johnson County, TN Courthouse

Beverage & Snack Vending Machine Service



ISSUED BY:

Johnson County Purchasing Agent - Dustin Shearin

**222 WEST MAIN STREET,
MOUNTAIN CITY, TN 37683**

ISSUE DATE: OCTOBER 27, 2021

SEALED RFP – COURTHOUSE VENDING

PROPOSAL DEADLINE & OPENING TIME: 2:00 p.m. EST

Date: Wednesday, November 10, 2021

211 N. Church Street, Mountain City, TN 37683

Late or incomplete proposals may not be considered for evaluation. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

PROPOSED REVENUE SCHEDULE

1. List in the space provided the single, firm fixed percentage of the GROSS REVENUES you are offering to pay Johnson County as a **royalty %** MONTHLY PERCENTAGE OFFERED _____%

CONTRACT PERIOD & OPTION TO EXTEND

2. Johnson County, TN intends to enter into a contract agreement with the Successful Proposer for a two (2) year period with the option to renew in one (1) year increments, not to exceed a total of five years. The monthly royalty percentage amount provided shall be paid as agreed during the contract period and includes all costs of labor, materials, equipment, and supplies as requested herein. All percentages must remain firm for the full two (2) year period (24 consecutive months) from the ratification of the contract document & for each one (1) year renewal. Do you understand and concur? _____YES _____NO

3. Enclose the following information with your proposal response:
 - 3.1 A list of all snack/drink and items offered along with the vend price.
 - 3.2 A list of the number and type of machine(s) along with the utility requirements which must be provided. Also note special features that proposed machines have, such as Sure Vend, advanced remote monitoring and energy savings devices, if applicable.
 - 3.3 Fill out the attached reference listing and lost account information.
 - 3.4 Your method on servicing the Johnson County, TN Courthouse, number of dedicated staff assigned to the campus, service call center, etc.
 - 3.5 Other information or documents as may be requested throughout this request for proposals document.
 - 3.6 Drug Free Workplace Affidavit must be completed, signed and submitted with your proposal – even if less than 5 employees.
 - 3.7 Completed W-9.

NOTE: RETURN 1 ORIGINAL AND 3 COMPLETE COPIES OF PROPOSED OFFER AND SUPPORTING MATERIAL.

MARK OUTSIDE OF SEALED ENVELOPE AS FOLLOWS: SEALED RFP JOHNSON COUNTY COURTHOUSE VENDING

Deliver to: Dustin Shearin - Johnson County Purchasing, 211 N. Church Street, Mountain City, TN 37683

The undersigned signatory of the proposing company represents and warrants that he/she has full and complete authority to submit this offer to Johnson County, TN, and to enter into a contract if this offer is accepted. By signing below, you are confirming that you have fully read and understand, and have completed this RFP document package as detailed.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

PRINT NAME

CITY, STATE

ZIP CODE

TITLE

TELEPHONE NO.

FAX NO.

DATE

E-MAIL ADDRESS

EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER

CONFLICT OF INTEREST (ACCORDING TO: T.C.A. 5-14-114) - No member of County of Johnson Legislative body, and no other officer, employee, or agent of the County of Johnson who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.

IRAN DIVESTMENT ACT – By submission of a proposal, each proposal and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to T.C.A. 12-12-106.

NON-COLLUSION AFFIDAVIT – By submission of a proposal, the agent of the submitting vendor hereby certifies to the best of his/her knowledge and belief that this proposal to Johnson County, TN has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said proposal have not be communicated by the undersigned, nor by any employee or agent of the vendor, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said proposal.

REFERENCES

VENDING SERVICES FOR THE JOHNSON COUNTY, TN COURTHOUSE

YOUR FIRM NAME: _____

1. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

2. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

3. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service Agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

LOST ACCOUNTS

PLEASE LIST ALL ACCOUNTS LOST OVER THE PAST 36 MONTHS.

YOUR FIRM NAME: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Name: _____ Phone: _____

Service Agreement began: _____ expires (if appropriate): _____

Number of vending machines installed: _____ Type: _____

_____ Type: _____

_____ Type: _____

REASON FOR LOST ACCOUNT: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Name: _____ Phone: _____

Service Agreement began: _____ expires (if appropriate): _____

Number of vending machines installed: _____ Type: _____

_____ Type: _____

_____ Type: _____

REASON FOR LOST ACCOUNT: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Name: _____ Phone: _____

Service Agreement began: _____ expires (if appropriate): _____

Number of vending machines installed: _____ Type: _____

_____ Type: _____

_____ Type: _____

REASON FOR LOST ACCOUNT: _____

NOTE: Please use additional sheets if necessary.

SPECIFICATIONS

VENDING SERVICES FOR THE JOHNSON COUNTY, TN COURTHOUSE

1. **SCOPE OF THE PROJECT:** Johnson County, TN (hereinafter referred to as County) is interested in contracting with a Vending Services Firm (hereinafter referred to as Contractor/Provider) to install and manage vending machines at:

**Johnson County, TN Courthouse
222 West Main Street, Mountain City, TN 37683**

- 1.1 *Prices shall be contained to a reasonable amount at or below suggested retail, as a wide variety of people will be using the machines.*
2. **Location Review:** Interested proposers are encouraged to visit the vending location prior to proposal submission. Questions shall be sent to the Purchasing Agent below prior to 2:00 PM EST on November 4, 2021.
 - 2.1 The vending at our facility may be viewed by interested proposers.
 - 2.2 Proposers are strongly encouraged to tour vending areas for our facility and take note of the specific current vending selection.
 - 2.3 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed themselves of prior to offering their proposal.
 - 2.4 Questions regarding this request should be addressed to:

Dustin Shearin, Johnson County Purchasing Agent
211 N. Church Street, Mountain City, TN 37683
Phone: (423) 727-7861 Fax: (423) 727-7418
Email: purchasing@johnsoncountyttn.gov
 - 2.5 It is the intent of the County to have this contract in place as soon as possible, but no later than December 31, 2021.

3. **GENERAL INFORMATION:** The program shall include providing, installing, and maintaining the vending system(s) at the Johnson County Courthouse.

- 3.1 A list of the contents of each machine (including brand names), proposed prices for item sold, and package volume or weight, shall be provided with your offer.
 - 3.1.1 Other products, depending on sales volume, may be substituted during the contract term for an item offered in your response; however, prices shall remain the same as kindred items offered in your response.

- 3.1.2 If no similar products are noted in the RFP response, but are added to the machines later, the prices shall be mutually agreed upon by the contractor and the County.
- 3.1.3 Contractor shall consider input from County staff when adding or deleting items from the machines.
- 3.2 The County will furnish at its own expense all electricity used for the operation of the vending machines.
 - 3.2.1 Contractor's equipment must be suitable to operate with the existing vending area layout, utility and outlet locations, etc.
 - 3.2.2 The County will not be responsible for making any improvements or modifications to the existing areas in order to accommodate the proposer's equipment.
 - 3.2.3 In offering utility hookups and space, the County is not assuming liability for the contractor's equipment and/or its contents.
 - 3.2.3.1 The Successful Proposer is an independent contractor and not an employee of the County.
 - 3.2.3.2 The Contractor shall be responsible for providing Worker's Compensation Insurance for any employees of their firm who perform work under this agreement and must also provide General Liability & vehicle insurance, each with a minimum of \$1,000,000 of liability coverage. The Contractor shall provide the County with certificates of insurance for each year or service that remain in full force throughout the term of the contract.

4. **SPECIFIC INFORMATION:** The County does not have any accurate records of the gross revenue.

5. **SERVICE REQUIREMENTS:** The Contractor shall furnish all materials, supplies, and labor required in the operation of the agreement at their own expense.

- 5.1 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.
 - 5.1.1 Successful proposer shall have an emergency number for contacting during hours other than 8:30am-5:00pm Monday thru Friday.
- 5.2 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at Contractor's expense within twenty-four (24) hours of notification.
 - 5.2.1 The Contractor shall keep all machines and related equipment in working order at all times.
- 5.3 Machines shall be located within the specified locations at the direction of the County Purchasing Agent.
 - 5.3.1 The County reserves the right to have detailed background checks completed for each of the Contractor's employees servicing the account.

- 5.3.2 Security considerations shall take priority in all areas of this account.
 - 5.3.2.1 The County reserves the right to refuse access to the Contractor's employees based on criminal history or security issues.
- 5.3.3 Contractor will schedule all re-stocking, repairs and maintenance of the equipment in advance with the County Purchasing Agent.
 - 5.3.3.1 Adequate restocking is a great concern to the County to ensure that visitors and employees are given full opportunity to purchase vending products. Explain how you will handle this.
- 5.3.4 Proper cleaning and sanitizing of the machines is essential, particularly machines vending open liquids, such as coffee products, if applicable.
 - 5.3.4.1 Contractor shall provide all vending services in strict compliance with all local & state ordinances, rules, or laws of Tennessee, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.

6 **ROYALTY PAYMENT REQUIREMENTS:** The Contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to the County for substantiating royalty payments.

- 6.1 The Contractor shall pay royalties monthly on all completed transactions, based on GROSS REVENUES.
 - 6.1.1 GROSS REVENUES: Shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational cost, taxes, equipment charges, or other fees, expenses, or payments to suppliers.
 - 6.1.2 Royalty payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.

- 6.2 The royalty percentage shall be firm and fixed for the duration of the contract period and any extensions thereof.
 - 6.2.1 The County shall not pay nor be liable for any costs.
- 6.3 Payments shall be delivered to:
 - Johnson County Trustee
 - 222 West Main Street
 - Mountain City, TN 37683
 - 6.3.1 Monthly payments must be accompanied by a statement, showing gross revenues by type of sales. Please include a sample of your proposed statement with your proposal.
 - 6.3.2 The calculation of the royalty shall be documented on the statement which accompanies the payment.
 - 6.3.3 The County reserves the right to inspect the financial records of the Successful Contractor, at any time throughout the term of the agreement, for verification of compliance.
- 7 **AWARD CRITERIA:** The following criteria will be considered when evaluating and awarding this proposal request:
 - 7.1 Proposer's proven ability to provide similar vending service programs.
 - 7.2 Proposer's experience, service, restocking record and electronic monitoring.
 - 7.3 Proposer's availability and dependability of equipment.
 - 7.4 Motivation and communication.
 - 7.5 Cost of product and selections offered.
 - 7.6 Royalty Percentage Payments.
- 8 **TRANSITION PLAN:**
 - 8.1 The successful contractor must ensure smooth transition and work closely with the County to schedule replacement of existing equipment to new systems in order to limit downtime.
- 9 **ASSIGNMENT AND CANCELLATION:** This agreement shall not be assigned by the Successful Contractor without express written permission of the County.
 - 9.1 The County may terminate the contract for cause if the Contractor:
 - 9.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
 - 9.1.2 Fails to make payments to the County for royalties or is continuously late with royalty payments.
 - 9.1.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractor and subcontractors.
 - 9.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
 - 9.1.5 Otherwise commits a substantial breach of any provision of the contract agreement.

9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

9.2.1 Upon such termination, the Contractor shall pay the County the full royalty amount due as a result of all vending transactions properly completed using the equipment placed on County property, to the date of termination and not previously paid to the County.

10. **PROVIDE WITH YOUR RESPONSE:** Include with your response the following information:

10.1 Number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.

10.2 Any and all exceptions to the requirements, conditions, specifications, or other provisions of the RFP must be in writing and attached as an exhibit to your proposal response.

10.2.1 Detail your exceptions and clarifications on your firm's letterhead and clearly label as follows: "EXCEPTIONS & CLARIFICATIONS OF THE RFP REQUIREMENTS", attach a copy to each proposal response.

11. EVALUATION

11.1 Evaluation and Assessment of Proposal

An evaluation committee shall rank the interested firms based on their written proposals using the ranking system set forth below. Firms shall be evaluated on the following criteria. The rating scale shall be from 0 to 100 points. Weighting factors for the criteria are listed adjacent to the qualification. Award will be made based on total cumulative points.

Weighting Factor	Qualification	Standard
10	Proposer's proven ability	Does the proposal show the vendor's ability to provide similar vending service programs?
25	Experience, Service, Restocking record, and electronic monitoring	Are the company and company representatives experienced in vending operations? Does the company have a proven record of providing excellent service to its customers? Does vendor employ technology to monitor vending stock in machines (i.e. advanced remote monitoring)
10	Availability & Dependability	What is the timeframe that the proposer can provide machines and services as requested? Do the machines proposed offer sure vend feature?
15	Motivation & Communication	Is the firm interested in participating in the goals of the County and will the firm provide good customer service? Is a communication device used to monitor machine malfunction?
15	Cost and Product	Do the proposed costs compare favorably with other firms in the vending industry? Does the proposal offer a variety of products?
25	Royalty Payments	Percentage of fixed firm monthly revenue offered.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide goods and/or services states under oath as follows:

- 1. The undersigned is a principal officer of _____ (hereinafter referred to as the “Company”), and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide goods and/or services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
- 3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.

Principal Officer (Name and Signature) _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of, 20 _____

Notary Public: _____

My Commission Expires: _____

NOTE: Even if less than five (5) employees, pls complete and submit with your proposal.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Johnson County Government 211 North Church Street Mountain City, TN 37683
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.