

CK09MERCER2008-05 BID RESULTS

VENDING MACHINE SERVICE FOR THE COUNTY AND COOPERATIVE CONTRACT PURCHASING SYSTEM

March 18, 2008

NEW ENERGY STAR VENDING MACHINES, FIRM MINIMUM COMMISSION OF 36.5% ON ALL SALES; PAYMENT DUE THE FIRST BUT NOT LATER THAN THE FIFTH OF EACH MONTH; REPORTING TO DEPARTMENT OF FINANCE WITH COMMISSION CHECK; CONTRACT PERIOD TWO YEARS; LATE FEE 5%; TERMINATION AFTER ONE MONTH IF PAYMENT IS NOT RECEIVED IN ONE MONTH; REIMBURSEMENT PLAN INCLUDED WITH BID; FOOD PRODUCTS SOLD MUST COMPLY WITH ALL FDA REQUIREMENTS AND US DEPARTMENT OF AGRICULTURE; VENDOR IS RESPONSIBLE FOR ALL PERMITS; OWNER (COUNTY) IS RESPONSIBLE FOR ELECTRICAL, PLUMBING MODIFICATION WITH REIMBURSEMENT BY VENDOR

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| NAME OF BIDDER | CAPITAL CITY VENDING COMPANY |
| ADDRESS | 2300 SOUTH CLINTON AVENUE |
| CITY, STATE, ZIP | TRENTON, NJ 08610 |
| CONTACT | STEVE RUSSO |
| TELEPHONE | 609-392-0317 |
| FAX | 609-656-2205 |
| RESOLUTION | 2008-214 |
| CONTRACT PERIOD | 4/30/08 - 4/29/10 |
| HOW MANY YEARS IN BUSINESS | 26 |
| THREE CURRENT CONTRACTS | ROBERT WOOD JOHNSON HOSPITAL; MIKE TUCCILLO 584-6440; 15 YEARS |
| | HAMILTON TOWNSHIP; DON GAURNEY 890-3648; 10 YEARS |
| | HAMILTON YMCA; JIM FELL 581-9622; 15 YEARS |
| REIMBURSEMENT PLAN | DESIGNATED CONTACT AT EACH LOCATION WITH \$10.00 PETTY CASH BANK |
| BRANDS: | INCLUDED SMART SPOT PRODUCT LIST |
| MEAT | HOT POCKETS, WHITE CASTLE |
| MILK PRODUCTS | ROSENBERGERS |
| ICE CREAM | BLUE BUNNY |
| SODA/DRINKS | COKE, PEPSI, GATORADE, PROPEL, GLACIAL WATER, DOLE, TROPICANA, POLAND SPRING |
| PASTRY/CAKE | TASTYKAKE, HOSTESS, DRAKES, LITTLE DEBBIE, CLOVERHILL |
| CANDY/SWEETS | MARS, HERSEY, NESTLE |

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| COFFEE/ESPRESSO/CAPPUCCINO | ELLIS, SUPERIOR |
| PRICES: | |
| SNACKS | |
| SMALL | 0.60 |
| LARGE | |
| PASTRY/CAKE | 0.95 |
| CANDY/SWEETS | 0.85 |
| GUM/MINTS | 0.60 |
| DRINKS: | |
| SODA BOTTLED | 1.35 |
| SODA CANS | 0.80 |
| JUICE, SPORTS DRINK | 1.25 - 2.25 |
| HOT DRINKS | 1.00 |
| FOOD ITEMS HOT AND COLD | 1.25 - 2.00 |
| COMMISSION | 36.5% |
| MEETS ENERGY STAR EFFICIENCY RATING | DIXIE NARCO ENERGY STAR, GPL, CRANE, AUTOMATIC PRODUCTS |
| EXCEPTIONS | WILL PLACE REFRIGERATED CANOPY MACHINES OUTSIDE; FOOD MACHINES WILL BE PLACED ONLY IN HIGH VOLUME LOCATIONS DUE TO SHELF LIFE; WILL PROVIDE SHELF STABLE FOOD PRODUCTS IN SNACK MACHINES IN LIEU OF FOOD MACHINE FOR LOW VOLUME LOCATIONS |

SPECIFICATIONS FOR NEW ENERGY STAR VENDING MACHINES FOR THE COUNTY OF MERCER

The County of Mercer requests bids for new Energy Star rated vending machines for installation throughout the County of Mercer and Park Commission Facilities. Attach a listing of the types of machine(s) with brochures proposed for each location by size, content, and proposed pricing for each item. Contractor may provide additional items upon request from each location. The contract shall be awarded to the contractor providing the highest commission to the County of Mercer. The Commission quoted shall be firm for a two year period with the option to extend two years. The County requests a minimum 20% commission on all sales.

Monthly payment under the concession agreement shall be due on or before the first day of the month and not later than the fifth day of the month. Payment will be made in the form of a check or money order payable to: The County of Mercer, Department of Finance. The check shall be accompanied with the monthly reporting of all sales and reflective commissions.

If payment is not received by the County by the fifth day of the month, a late fee of five percent (5%) of the monthly average payment will be assessed per day. If payment and all late charges are not received prior to the first day of the following month, the County reserves the right to terminate the contract.

SITE VISIT

Vendors may contact the County designee for a site visit. Please refer to the enclosed schedule for County contacts.

THE COUNTY REQUESTS NEW ENERGY STAR VENDING MACHINES

The Vendor Must:

Provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency as outlined below. The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

| Energy Consumption | |
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| Current Criteria — Effective April 1, 2004 | New Criteria — Effective January 1, 2007 |
| $Y = 0.55 [8.66 + (0.009 \times C)]$ | $Y = 0.45 [8.66 + (0.009 \times C)]$ |

Y = 24 hr energy consumption (kWh/day) after the machine has stabilized
C = vendible capacity

Low Power Mode: In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states described below:

1. Lighting low power state — lights off for an extended period of time.
2. Refrigeration low power state — the average beverage temperature is allowed to rise above 40°F for an extended period of time.
3. Whole machine low power state — the lights are off and the refrigeration operates in its low power state.

In addition, the machine shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner.

Note: EPA's goal in including these low power mode requirements is to ensure that existing machine software capabilities are available and may be used to their fullest potential based on the individual requirements of the host site. However, machines that are vending temperature sensitive product, such as milk, must not have the refrigeration low power state enabled on site by the vending operator or machine owner due to the risk of product spoilage.

QUALIFICATION OF BIDDERS

The County may investigate the ability of the bidder to complete the contract. The bidder shall furnish all information requested by the County. The County reserves the right to reject a bid if evidence submitted fails to satisfy the County that such bidder is properly qualified to carry out and complete the contract.

SERVICE

Contractor must be prepared at all times to investigate any complaint that might arise in connection with the qualitative character of his services or products. Problems will be resolved to the satisfaction of the complainant.

RESPONSIBILITY

The contractor shall be held responsible for the quality of food and refreshments at all times, and shall replace any stolen, damaged or deficient material or equipment. The County will furnish all utilities. If the contractor requires additional electrical circuits or plumbing lines, installation shall be coordinated through the County designee. Locations may have specific power needs to accommodate the machines. The County is responsible for electrical or plumbing or any retrofit to accommodate the installation. THE CONTRACTOR WILL BE BILLED FOR ELECTRICAL OR PLUMBING MODIFICATIONS AND PAYMENT SHALL BE MADE TO THE COUNTY.

SITE EXAMINATION

The bidder shall carefully examine the sites, comparing same with the specifications. Bidder shall call contacts list to schedule a site visit. Parties making bids will be held to have accepted the terms and conditions as expressed in the specifications.

By submitting a proposal, the bidder states that he has carefully examined the specifications and sites; that from his investigation, he has satisfied himself with the local conditions and all matters which may in any way affect his performance. As a result of such examinations, he fully understands his obligations, and that he will not make any claim for, or have any right to damages, because of lack of any information.

GENERAL RESPONSIBILITY

Contractor shall furnish, install, maintain and provide all labor and custodial services to operate new, energy star rated vending machines. Garbage removal will be the responsibility of the County. The machines will serve freshly prepared

and package food which may include but is not limited to: various juices, hot and cold sandwiches, fruit and cottage cheese, salads, coffee, cappuccino, espresso, tea, milk, soda, etc., yogurt, ice cream, various assortment of deserts, bakery items including rolls, bagels, danish, pies, cakes.

The Mercer County Park Commission requests “retro” style machines for Howell Farm. All Park Commission locations have ample space for the installation of requested machines. All installation and equipment shall conform to State, County and local health codes and requires advance approval before installation.

CONTRACTOR SPECIFICATIONS

The designated areas are the property of the County of Mercer. It is hereby accepted by the bidder in its present condition subject to the provisions stated herein.

The successful bidder agrees to make no improvements to or alterations in said area, without written approval of the County Director of Facilities & Services. The contractor shall furnish any and all equipment and accessories required for proper operation and assume the responsibility of the maintenance of the machines thereof.

The County shall, at all its sole cost and expense, maintain and make all ordinary and reasonable repairs required to preserve the building and vending areas, and to the extent occupied under the contract, furnish items of maintenance therein as are usual and customary. It is the responsibility of the contractor to notify the County when such repairs are necessary. Nothing contained in this paragraph shall be construed as obligating the contractor to repair or replace plumbing and/or electric wiring in such area and location. However, the County will seek reimbursement from the contractor for any and all damages caused by the Contractor, his agent or employees.

THE AWARDED VENDOR SHALL BE RESPONSIBLE FOR THE REIMBURSEMENT TO CUSTOMERS FOR NON-SUCCESSFUL VENDING. REIMBURSEMENT PLAN MUST BE STIPULATED IN BID PROPOSAL.

The contractor agrees to cooperate fully with the County to occupy, move, remove, add or substitute a location, when so requested and directed by the County.

The contractor agrees not to assign or sublet the license, or any part thereof, to any person who is employed by the County, or any member of the family of an employee of the County, nor assign or sublease to any person without the prior written approval of the County. The contractor shall, at his own expense, provide a sufficient number of employees to service the machines promptly and efficiently, and in a manner satisfactory to the County. The contractor also agrees that any person employed by him in said area, who in the judgment of the

County, is incompetent, disorderly, discourteous, or otherwise objectionable, shall be immediately removed and no longer be permitted in the said area

The contractor agrees that all food, ice cream, beverages, coffee, candy, pastry and the like, will be sold only at the areas specified and described.

Only those food and beverage items and other articles previously approved by the County shall be sold. No other articles, including alcoholic beverages, equipment, lottery tickets or paraphernalia shall be sold by the contractor. Postings or soliciting by other vendors or organizations is not permitted on County property.

The contractor agrees to charge fair and reasonable prices. The contractor shall, at his sole cost and expense, maintain at all times all equipment of adequate capacity to properly store all foods, ice cream, pastry, beverages and the like, which may be served to the public, which normally require refrigeration.

All food products sold in the locations specified herein must comply in all respects with the Federal Food and Drug Act and amendments thereto, and to subsequent decisions of the United States Department of Agriculture applicable thereto.

The contractor shall comply with all Federal, State and Local Laws and Regulations governing preparing, handling and transportation of food; shall procure and keep in effect all necessary licenses, permits and cards in a prominent place in accordance with Chapter XII of the State Sanitary Code. The contractor shall supply copies of the most recent sanitary inspection reports from the State and Local Health Departments. The contractor and any of his vendors shall be subject to inspection by the City Health Department to ensure compliance with various Federal, State, County and Local Health regulations.

Contractor shall contact the county designee for prior approval to permit access for the purposes of cleaning, set-up, vendor deliveries. Hours of operation may be determined upon site visits.

THE CONTRACTOR SHALL:

Maintain the cleanliness of equipment, remove garbage to designated areas; repair any equipment as soon as it becomes inoperable, replenish vending machines and maintain in good working order and remove expired goods as dated.