

#### **Purchasing Department**

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

May 13, 2025

#### Subject: Request for Quotes #2591-A: Vending Machine Services

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Quotes will be accepted until 3:00 pm, Friday, May 30, 2025. Please provide your quote and other information via postal mail, courier, or email to Michelle Sampson, Buyer/Contract Coordinator at <a href="mailto:msampson@fayettecountyga.gov">msampson@fayettecountyga.gov</a> or fax to (770) 719-5544.

Address any questions you may have about this request for quotes to Michelle Sampson via email to <a href="mailto:msampson@fayettecountyga.gov">msampson@fayettecountyga.gov</a>. Questions will be accepted until 2:00pm, Wednesday, May 21, 2025.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely.

Ted L. Burgess

Chief Procurement Officer

TLB/mas Attachment

### **GENERAL TERMS AND CONDITIONS RFQ #2591-A: Vending Machine Services**

#### 1. **Definitions**:

- a. Responder: A company or individual who submits a quote in response to this RFQ.
- b. Successful Responder: The Responder that is awarded a contract.
- c. Contractor: The Successful Responder, upon execution of the contract.
- d. County: Fayette County, Georgia.
- 2. **Prices Held Firm**: Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
- 3. **Quantities are Estimates**: Numbers of staff or visitors listed herein are estimates for the project specified. No guarantee of quantities or sales is intended or implied.
- 4. **Contract Execution & Notice to Proceed**: After an award is made, and all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any Responder prior to the County issuing the Notice to Proceed.
- 5. **Term of Contract:** This agreement shall commence upon the Owner's issuance of a Notice to Proceed, and continue for a period of one year. Thereafter, this agreement shall automatically renew for additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Contracted snack and drink prices shall remain the same in the Renewal Term unless Vendor provides a minimum of 30 days' notice to Owner.
- 6. **Insurance**: The Successful Responder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
  - a. **General Liability Insurance**: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - b. **Automobile Liability Insurance**: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - c. Worker's Compensation & Employer's Liability Insurance: Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted to the County. The certificate shall list an additional insured as follows:

Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214

- 7. **Assignment of Contract:** Assignment of any contract resulting from this Request for Quotes will not be authorized, except with express written authorization from the County.
- 8. **Indemnification**: The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
- 9. **Severability**: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 10. **Substitution of Contracted Items:** While the contract includes lists of snacks and drinks, the vendor has the right to add, delete, or substitute items based on sales, availability, Owner requests, or other criteria. Locations, types, and quantities of machines can be modified as needed, with approval of both parties, upon execution of a written contract amendment.
- 11. **Termination for Cause**: Either Party may terminate the contract for cause by sending written notice to the other Party of that Party's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
- 12. **Termination for Convenience**: Either Party may terminate this agreement by giving written notice to the other party. Vendor may terminate this agreement by giving at least 30 days' written notice to the Owner. The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. During the notice period, the vendor shall be permitted to operate, service, maintain, and sell items from the vending machines as usual. In the event of termination, each party shall be responsible for its own costs and expenses associated with the termination. Any obligations or liabilities that have accrued prior to the termination shall survive the termination of this agreement. The termination of this agreement shall not relieve any party from any liability or obligation that has arisen prior to the effective date of termination.
- 13. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 14. **Governing Law**: This agreement shall be governed in accordance with the laws of the State

of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

15. **Open Records Act:** In the event that the Contractor receives, and responds to, a request for information as provided in Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.), the Contractor shall promptly provide the County the same information provided to the initiator of the request for information. Contractor shall email such information to the county's Custodian of Records at tsmith@fayettecountyga.gov.

#### **Checklist of Required Documents**

### (Be Sure to Return This Checklist and the Required Documents in the order listed below)

#### RFQ #2591-A: Vending Machine Services

Company information – on the form provided	
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	
Pricing sheet	
List of exceptions, if any – on the form provided	
References – on form provided	
COMPANY'S NAME:	

### COMPANY INFORMATION RFQ #2591-A: Vending Machine Services

# A. COMPANY Company Name: \_\_\_\_\_ Physical Address: Mailing Address (if different): Website (if applicable): **B. AUTHORIZED REPRESENTATIVE** Signature: Printed or Typed Name: \_\_\_\_\_ E-mail Address: Phone Number: \_\_\_\_ C. PROJECT CONTACT PERSON E-mail Address: Phone Number: \_\_\_\_\_

#### REFERENCES RFQ #2591-A: Vending Machine Services

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name	
	Email
2. Government/Company Name	
City & State	
	Email
3. Government/Company Name	
City & State	
Work or Service Provided	
Approximate Completion Date	
Contact Person and Title	
Phone	
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#### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number	Date of Authorization
Name of Contractor	2591-A: Vending Machine Services
Fayette County, Georgia	
Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing is	true and correct.
Executed on,, 20in(	city), (state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF, 20	
NOTARY PUBLIC	
My Commission Expires:	

### SCOPE AND SPECIFICATION RFQ #2591-A: Vending Machine Services

#### Vending Machine Locations and requirements:

	Torritor	4.1.1	Approx		Drink	Snack	
	Location	Address	Staff	Estimated Visitors	Machines	Machines	Preferences
		140Stonewall Ave.					
		West, Fayetteville-		Occasional public meetings			Some healthy snacks
1	Administrative Complex	2nd Floor Break	110	and training meetings	11	1	and drinks preferred
	Justice Center (Jury room &		ett retorn	400 on average low 200 high 800 depending on court			
2	Front Entrance Lobby)	Fayetteville	150	schedule	2	1	Regular Snacks
3	911 Communications	110 Volunteer Way, Fayetteville	37	Full time shifts 24/7 with no ability to leave work area	1		Only have a drink
	717 001121111111111111111111111111111111	1 djelle i me		library to leave work area	1		Пистине
	Building and Grounds	146 McDonough			127		
4	Maintenance	Road, Fayetteville	70		1	1	Regular Snacks
5	Water System Administration	245 McDonough Rd, Fayetteville	23		1	1	Some healthy snacks and drinks preferred
6	Water System-Field Operations	444 Dividend Drive, Peachtree City	18		1	1	Regular Snacks
7	Links Training Center	340 Hewell Road, Fayetteville	3	Classes each week, with 25+ students	1	1	Some healthy snacks and drinks preferred

#### **INTRODUCTION**

Fayette County is seeking a contract for vending services for employees and citizens that visit county offices using a third party vendor. This agreement will be a non-commissioned contract between the county and a vending machine company. The county has eight locations that require services.

- 1. **Purpose.** The Owner's business is located at 140 Stonewall Avenue West, Fayetteville, GA 30214 (hereinafter referred to as the "Premises"). The Vendor may place vending machines within the Premises of the Owner.
- 2. **Maintenance.** The Vendor shall maintain the vending machines in good and proper working order. This includes keeping machines clean and fully functional so as not to detract from the appearance of the Premises of the Owner.

3. **Compensation.** Owner agrees that they shall not receive any monetary compensation from Vendor's profits. In lieu of monetary compensation, Vendor agrees to offer a discount of no less than 10% on all retail pricing for items sold to Owner's employees and visitors. This discount shall be applicable for the duration of the contract and shall be subject to the terms and conditions specified therein. Owner acknowledges that this discount is being offered in lieu of any monetary compensation and agrees to accept it as full and complete consideration for their services

#### **SPECIFICATIONS & SCOPE OF WORK**

Vending services shall include but are not limited to:

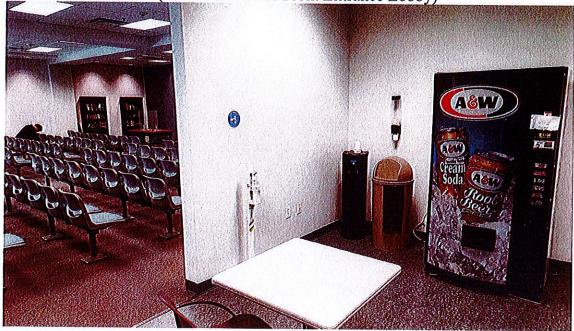
- 1. The equipment provided shall be in like-new condition or new, representing current technology. A picture of the machines to be placed shall be submitted with the response.
- 2. Ice cold drink machines at listed locations include Soft Drinks and Water.
- 3. 20oz bottles required at the cold drink vending machine at the Justice Center.
- 4. Vending machines for snacks to include a full range of chips, snacks, pastries, nuts, health bars, candy with a variety of brands as listed on the pricing sheet.
- 5. Additional items may be substituted as needed.
- 6. The Vendor shall supply and maintain all machines.
- 7. Machines shall be equipped to accept coins, \$1.00 and \$5.00 bills and to process electronic payments.
- 8. Machines shall be serviced and filled every two weeks.
- 9. Service calls for vending machine malfunctions or out of service machines shall be responded to within 24 hours.
- 10. Services shall include inventory tracking to monitor those snacks and drinks employees enjoy the most for adequate restocking.
- 11. There is no compensation to the county for products sold. This is a non-commissioned contract.
- 12. New service and delivery of new machines shall be coordinated with the previous vendor so service will not be interrupted.
- 13. A sample of the current machines is attached.
- 14. Prices shall be consistent at all locations. This is fixed price contract.
- 15. Refunds for items not received by customers shall be provided as needed.
- 16. All expired foods shall be removed as soon as possible.
- 17. Machines shall be maintained and clean in appearance.

### ADMINISTRATIVE COMPLEX



The machine is on the second floor. There is an elevator to access the floor.

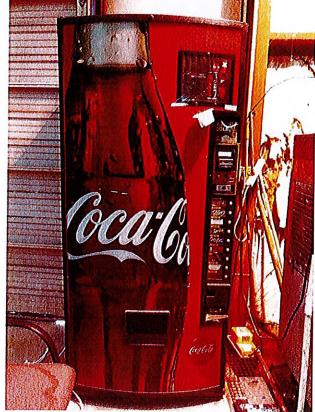






BUILDING & GROUNDS MAINTENANCE
Food vending machine goes inside breakroom .The breakroom door is 35"wide x 6'8"high



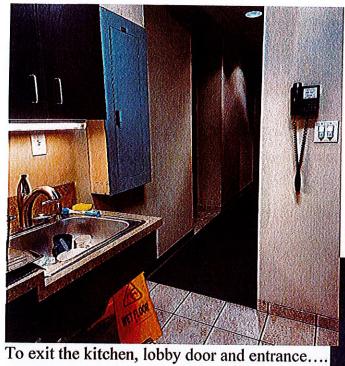


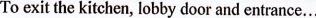
Coke vending machine stays in the shop and can be brought through a roll up door.

**COMMUNICATIONS - E-911** 



The drink machine is stored in the kitchen, this door leads out and up to a flight of stairs. Or you can take it through the front entrance through the following series of doors to a ramp.











#### **PRICING SHEET**

#### **RFQ #2591-A: Vending Machine Services**

Responder agrees to perform all the work described in the Contract documents for the following prices:

	Items	Retail Price	Wholesale Price
1	16.9 oz Bottle Soft Drinks		
2	20 oz Bottle Soft Drinks		
3	20 oz Bottle Water		
4	12 oz Can Soft Drinks		
5	20 oz Gatorade or Powerade		
6	Frappacino		
7	Energy Drinks		
8	Fruit Juice (small)		
9	Fruit Juice (large)		
10	Misc. Drinks Not listed		
11	Chips (Small) 1oz.		
12	Chips (Large)		
13	Snack Crackers (small)		
14	Snack Crackers (large)		
15	Nab Crackers (6pack)		
16	Nab Crackers (4 pack)		
17	Pastry (small)		
18	Pastry (large)		
19	Microwave Popcorn (100 cal)		
20	Microwave Popcorn (regular		
	size)		
21	Bag Cookies (small)		
22	Bag Cookies (large)		
23	Bag Nuts		
24	Health Bars		
25	Mini Doughnuts		
26	Candy Bars (small)		
27	Candy Bars (large)		
28	Fruit Snacks/Gummies (large)		
29	Misc Snacks Not Listed		

#### **NOTES:**

1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.

tate time needed to install machines after notice to proceed is issued:	Days
tate, List or Attach the terms of your warranty, if applicable:	

## **EXCEPTIONS TO SPECIFICATIONS RFQ #2591-A: Vending Machine Services**

eptions in full.			