



**LUZERNE COUNTY COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
BEVERAGE VENDING SERVICES 2022-2027**

Section I. INTRODUCTION

Luzerne County Community College's ("LCCC") beverage vending contract is expiring and LCCC is seeking proposals from qualified Companies/Individuals ("Vendors") to provide beverage vending services, bag in box ("BIB"), and case delivery of carbonated and non-carbonated beverages. With a current student population of approximately 5,000 commuting students and 300 employees, LCCC is eager to create a winning relationship with the successful Vendor. The successful Vendor will be the sole supplier of carbonated beverages, juices and other beverage products not to include hot beverage products. The successful Vendor will provide all product, equipment, materials, and maintenance for carbonated and other beverages, not to include hot beverage products, required by LCCC, as specified herein. This document is a Request for Proposal ("RFP") for the services described and does not obligate LCCC to accept responses from eligible Vendors. The RFP establishes minimum requirements a Vendor must meet in order to be eligible for consideration as well as information to be included in the Vendor's proposal.

Carefully examine the specifications, conditions and limitations. The selection of the successful Vendor will be made based on LCCC's evaluation and determination of the relative ability of each Vendor to deliver quality service in a cost-effective manner. The following specific criteria will be evaluated and must be addressed in the proposal:

- 1 Vendor History and Organization
- 2 Cost Proposal and Invoicing
- 3 Insurance
- 4 References

LCCC is not obligated to accept the highest priced proposal and reserves the right to reject any and all proposals or amend the scope of the project. All of the Vendors must be duly licensed or otherwise have the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

Notice of the Purchasing and Conflict of Interest Policies in place at Luzerne County Community College ("LCCC"):

Each owner/operator/individual/officer submitting a proposal or for whom a proposal is being submitted on behalf of the owner (each being referred to as a "Provider") to LCCC certifies that he/she/they are not a spouse, child, parent, brother/sister (each being referred to as an "Immediate Family Member") of any LCCC employee or Board of Trustee member at LCCC who owns more than a one (1%) percent ownership interest in the Provider/Provider's business.

If the Provider is an Immediate Family Member, according to College Policy and Procedure, disclosure must be made, and LCCC may decline entering into a business relationship with the Provider. Disclosure shall be made in writing at the time of submitting the proposal to the Director of Purchasing.

Violations of any of the policies or procedures may result in rejection of the proposal. Additionally, LCCC may have the right to recover damages suffered by LCCC in obtaining an alternative proposal, which damages may include, but are not limited to, consequential damages and reasonable attorney's fees.

Copies of these policies and procedures are available from LCCC upon request.

Under the Right To Know Law, the College is required to post to the PA Treasury Website all documents (BPO, PO, contract or agreement) for transactions valued at \$5,000.00 and above.

Luzerne County Community College does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For a complete copy of the LCCC non-discrimination policy, contact the Human Resources Office at 800-377-5222, extension 7235. Inquiries may be directed to the Title IX Coordinator, Kim Hogan, Director of Human Resources, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 800-377-5222 extension 7363 (khogan@luzerne.edu). Direct inquiries related to accessibility services for students to the Section 504 Coordinator, Dr. Rosana Reyes, Vice President of Enrollment Management & Student Affairs, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 800-377-5222 extension 7243 (rreyes@luzerne.edu).

Section II. SUBMISSION OF PROPOSALS

Responses to this RFP are due by Noon, on Wednesday, May 25, 2022. Late submittals will be rejected. All proposals are to be sealed, labeled with the subject of the proposal, and addressed to:

Luzerne County Community College
Purchasing Director, Mr. Len Olzinski
521 Trailblazer Drive
Nanticoke, PA 18634
Phone: 570-740-0370

The proposal submission may be mailed or delivered to the above address. Any questions regarding this RFP may be addressed to Brian Kravits, Food Services Chef, bkravits@luzerne.edu at 570-740-0671 or Len Olzinski at 570-740-0370.

Section III. CONTRACT TERM

The term of this contract shall be for a five (5) year period, commencing on July 1, 2022 and continuing until June 30, 2027, unless terminated by either party with thirty (30) days written notice. There is a renewal option to extend the contract to June 30, 2029 upon written notification and mutual agreement.

Section IV. SCOPE OF SERVICES

The successful Vendor will be responsible for placing, filling (with the exception of the Food Service Operation equipment), and maintaining all Vendor provided equipment. The successful Vendor will be the sole supplier of carbonated beverages, juices and other beverage products not to include hot beverage products. Additionally, the successful Vendor will provide all product, equipment, materials, and maintenance for carbonated and other beverages, not to include hot beverage products, required by

LCCC, as specified herein.

The proposal shall identify all beverages sold or distributed by the Vendor, including all specifications fully describing the portion size, packaging, dispensing capability in concentration (if applicable) of each beverage. The proposal should include a complete listing of all syrup and concentrate flavors offered by the Vendor.

1. A minimum of 30 (could be more at Vendor discretion, but must be a minimum of 30) vending machines are required in various locations. (Locations for machines can be determined upon award of the contract.)
 - a. Vending machines must be capable of accepting cash or debit/credit cards for purchases.
 - b. State the vending prices to be charged for the individual products;
 - c. If the price is to change in the latter years of the contract, state that in the proposal.

2. State the dollar amount (not % but the dollar amount) in which Vendor will be willing to provide to LCCC on a yearly basis, to be paid in 12 equal monthly installments to have exclusive rights to all beverages as previously described herein sold on all Main Campus and off Campus sites to include Main campus, Francis S. and Mary Gill Carrozza, R.N. Health Sciences Center and Joseph A Paglianite Culinary Institute in Nanticoke, and Satellite Centers in Berwick, Hazleton, Pittston, Scranton, Watsonstown, and Wilkes-Barre. Past sales include approximately 3,100 cases per year. The College does not guarantee any level of minimum sales.

3. State the dollar amount (not % but the dollar amount) to be paid to LCCC on each case of BIB and carbonated and non-carbonated products purchased for use and/or sale in our Food Service Operation and Bookstore. Past sales (based on calendar year 2019) are as follows:

Past sales (based on calendar year 2019 - Pre COVID-19)	
	Volume (Raw Cases)
Bookstore - FOLLETT@LUZERNE COUNTY CC~2127	111
BIB 3G Total - Trailblazer Café	63
BIB 5G Total - Trailblazer Café	165
LUZERNE COUNTY CC@Trailblazer Café	2,413
LUZERNE COUNTY CC@HEALTH SCIENCES	78
LUZERNE COUNTY CC@CULINARY ARTS	35
LUZERNE COUNTY CC@WILKES-BARRE CENTER	100
LUZERNE COUNTY CC@HAZLETON CENTER	70
LUZERNE COUNTY CC@BERWICK CENTER	48
LUZERNE COUNTY CC@PITSTON CENTER	24
Luzerne County Community College Total	3,107
PLEASE NOTE: Greater Susquehanna Center and Scranton Center were added in 2021	

The College does not guarantee any level of minimum sales. Separate commission checks are to be issued to the Bookstore and Food Service based on their sales. Commission checks are to be issued monthly.

4. Vendor will be required to supply, install, service, and maintain all fountains, display and other equipment used to sell or display beverages, at no cost to LCCC. Any change in equipment levels must be mutually agreed upon by LCCC and successful Vendor. Each proposal should include the Vendor's commitment to supply, install, service, and maintain all new state-of-the-art vending equipment at no cost to LCCC, and to provide equipment upgrades (i.e. labels, front facing, etc.) at no cost to LCCC.
5. Vendor must be able to provide: 2 large double door glass front merchandising coolers; 2 single door glass front merchandising coolers; 1 small glass front merchandising cooler, 1 counter top glass front cooler to be used for energy drinks, 1 8 flavor BIB dispensing unit with carbonation.
6. Please provide the purchase price for the following items by 12 and/or 24 count case. Every effort will be made by LCCC to pay all Vendor invoices within 30 (thirty) business days. These items will be displayed in the Vendor provided coolers in our cafeteria. If the case price will not stay the same for the duration of the five (5) year term, please state that in the proposal.

3 gal BIB, 5 gal BIB, 20 oz. carbonated, 20 oz. non carb, 12 oz. cans,

15 to 16 oz. juice (orange juice, cranberry, apple),

16 oz. energy drinks, 20 oz. sports drink, 20 oz. water, 16 oz. water,

16 oz. drink cups, 24 oz. drink cups, 32 oz. drink cups, 16/24 oz. lids, 32 oz. lids

7. Vendor's response should identify opportunities for financial and programmatic support of mutually identified student oriented initiatives. LCCC will work with the Vendor to develop an effective and efficient communication and discussion plan to allocate these funds and resources among various student oriented sponsorship opportunities including club activity sponsorship, give-a-way items, and/or programmatic advertisements.

V. INSTRUCTIONS

Responding Vendors must address the following subjects in their proposal:

1. Vendors History and Organization

Provide a brief history including brief biographical information regarding the personnel who would be directly responsible for the service.

2. Cost Proposal and Invoicing

Provide rates and any and all associated fees corresponding with the services described in Section IV.

3. Insurance (Companies/Contractors only, does not apply to individuals)

The successful provider shall carry and maintain, with respect to any work or service to be performed at LCCC facilities, insurance written by a responsible insurance carrier, to provide for the following:

- Workers’ Compensation as required by applicable statute and Employer’s Liability Insurance.
- Commercial General Liability Insurance in the amount of \$1,000,000 listing the College as additional insured
- Automobile Liability
- Include a copy of Certificate of Insurance including limits with the response.

4. References

Provide at least three (3) client references whose facilities are comparable in size and profile to Luzerne County Community College. Include company name, address, contact person and contact number.

Luzerne County Community College would like thank you in advance for your interest in participating in this request for proposal. If for some reason you are unable to submit a proposal to the College, please let us know the reason why so you will remain on our active bidders list for the future. You can email your reason for non-participation to lolzinski@luzerne.edu.

Please see the following information regarding Background Clearance Requirements. Your attention to this matter is requested.

Project: PA Act 153 - Background Clearance Requirement

Act 153 – The Pennsylvania state legislature sought to strengthen protections for children in the PA Child Protective Services Law. The law went into effect on December 31, 2014 and now requires colleges and universities to obtain background clearances for any individual having routine interaction with children at the college or in a college-sponsored program, activity, or service. This requirement applies to college employees, volunteers, independent contractors, and students. This law requires mandatory reporting of suspected child abuse directly to the PA Department of Human Resources.

All Contractors will be required to obtain the three (3) mandatory background clearances: 1) PA Criminal Background, 2) PA Child Abuse History, and 3) FBI Cogent Clearance Fingerprinting.

These clearances must be provided for all contractor representatives/employees who will be on the campus of Luzerne County Community College (“College”) or will interact with students/minors to perform the work awarded. If you are unable to obtain these state required background checks, you will be ineligible to perform work at the College.

Below are the following required clearances and instructions to obtain them.

1. Act 34 - PA Criminal Background (On-line)

Results are usually instantaneous. Make sure you hit "yes" to get a copy.

<https://epatch.state.pa.us/>

Cost \$22

2. Act 151 - PA Child Abuse History (On-line)

Results are mailed or can be viewed and printed at the website.

Google Chrome - <https://www.compass.state.pa.us/cwis>

Cost \$8

3. Act 114 - FBI Fingerprinting - Identogo (On-line)

Register on-line by selecting Digital Fingerprinting. Enter the Service Code 1KG756.

<https://www.identogo.com/locations/pennsylvania>

Estimated cost -

\$22.60

ACKNOWLEDGEMENT OF CLEARANCES

Independent Contractor Name : _____

Address : _____

City, State, ZIP : _____

Phone # : _____

Fax # : _____

Please sign and date that you understand the enclosed letter and hold a clear background check in accordance with the law for yourself and/or each employee/representative of your organization that interacts with students/minors or comes to the College Campus (es) including our dedicated centers. Please return this Acknowledgement of Clearances form with your signed Agreement for Services.

The College will keep this form on file. You may be requested at any time to provide proof of clearances for each employee/representative on the College campus or who interacts with students/minors.

Authorized Signature:

Date:

Printed Name/ Title
