



REQUEST FOR PROPOSALS

RFP # 2024-01

VENDING SERVICES – SNACK AND BEVERAGE

ISSUE DATE: February 13, 2024

CLOSING DATE: March 1, 2024

CLOSING TIME: 1:00 P.M., Pacific Time (PT)

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**OREGON INSTITUTE OF TECHNOLOGY
REQUEST FOR PROPOSALS**

**RFP #2024-01
VENDING SERVICES – SNACK AND BEVERAGE**

SECTION I – INFORMATION REGARDING PROPOSAL

INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a Proposer(s) to provide snack vending service, canned/bottled soft drink vending, vended coffee, hot/cold drinks, bottled water vending, bottle juice vending, canned/bottled energy drink vending, and healthy vending for its Klamath Falls, Oregon campus. Proposer(s) to supply nationally branded beverages and snacks to the Oregon Tech campus community through a vending and pouring rights contract with Oregon Tech. At a minimum, the contract must ensure complete product selection and availability at a reasonable prices to eh Oregon Tech campus community, while providing financial benefits to both Oregon Tech and the snack and beverage Proposer(s). Oregon Tech is seeking snack and beverage vendors for fifteen (15) buildings at its Klamath Falls campus,. Please refer to Schedule A, which summarizes the types of vending equipment and machines required by location.

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

GENERAL INFORMATION

Issuing Office: The Student Affairs Office of Oregon Tech is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The Oregon Tech Procurement and Contract Services Office is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

Content and Technical Specifications

Dr. Mandi Clark
Telephone: (541) 885-1011
Email: student.affairs@oit.edu

RFP Process Questions:

Vivian Chen, J.D., Director of Procurement, Contracts, and Risk
Telephone: (503) 821-1266
Email: Vivian.Chen@oit.edu

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. The following schedule is illustrative of optimal timing goals:

RFP Issue Date.....	February 13, 2024
Deadline for Protest of Specifications	February 19, 2024 (5:00 P.M., PT)
All Clarifying Questions Due	February 21, 2024 (5:00 P.M., PT)
Notice of Interest Deadline	February 23, 2024 (5:00 P.M., PT)
Closing Date (Proposals Due).....	March 1, 2024 (1:00 P.M., PT)
Finalist Presentations (if required)	March 4, 2024 – March 15, 2024
Deadline for Protest of Award	Seven (7) calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	On or around November 15, 2024

GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all proposals received as a result of this RFP. Oregon Tech Policy Chapter 580-61 and 580-62 govern the procurement process for Oregon Tech.

1. Modification or Withdrawal of Proposal. Any proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the Procurement and Contract Services Office, prior to the Closing Date. The withdrawal of a proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Notice of Interest. The Notice of Interest (form attached below) should be submitted to the Procurement and Contract Services Office by 5:00 P.M., PT, on the date indicated in the Schedule of Events, via email. In the Notice of Interest, the Proposer must provide the name of the primary contact person, plus that person's current telephone number and email address for communication of information about the RFP. Proposers that complete and return the Notice of Interest will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement for Proposers to submit a proposal.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 P.M., PT, on the date indicated in the Schedule of Events, at the Procurement and Contract Services email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>).

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to

the RFP.

4. Protests of the RFP/Specifications: Protests must be in accordance with Oregon Tech Policy Section 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 P.M., PT, on the date indicated in the Schedule of Events, or within seven (7) business days of issuance of any addendum, at the Procurement and Contract Services email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

5. Addenda: If any part of this RFP is amended, addendum will be provided on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>), with a copy to all parties who submit the Notice of Interest.

6. Post-Selection Review and Protest of Award: Oregon Tech will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Procurement and Contract Services Office and file a written protest of award, pursuant to Oregon Tech Policy Section 580-061-0145. Any award protest must be in writing and must be delivered by email to the address for the Procurement and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer, OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

7. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the sole discretion of Oregon Tech.

8. Public Records: proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept, and made a part of a file or record which will be open to public inspection. If a proposal contains any information that is considered a **TRADE SECRET UNDER ORS 192.501(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: Oregon Tech reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

10. RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

11. Clarification and Clarity: Oregon Tech reserves the right to seek clarification of each proposal, or to make an award without further discussion of proposals received. Therefore, it is important that each proposal be submitted initially in the most complete, clear, and favorable manner possible.

12. Right to Reject Proposals: Oregon Tech reserves the right to reject any or all proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

13. Cancellation: Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All proposals, including any price quotations, will be valid and firm through a period of sixty (60) calendar days following the Closing Date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer period in order to be further considered in the procurement process.

15. Oral Presentations: At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their proposal to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the proposal but will in no material way change Proposer’s original proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluation committee and may not be conducted; therefore, **written proposals should be complete.**

16. Usage: It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

17. Sample Contract: Submission of a proposal in response to this RFP indicates Proposer’s willingness to enter a contract containing substantially the same terms listed in Exhibit C – Oregon Tech Sample Contract, attached hereto and made a part hereof (“Sample Contract”). No action or response to the

Sample Contract is required under this RFP. Any objections to the Sample Contract terms should be raised in accordance with Paragraphs 3 and 4 of the “General Provisions” of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

18. Review for Responsiveness: Upon receipt of all proposals, the Issuing Office or designee will determine the responsiveness of all proposals before submitting them to the evaluation committee. If a proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a proposal. The Proposer’s contact person identified on the proposal will be notified, identifying the reason(s) the proposal is non-responsive.

19. Rejections and Withdrawals. Oregon Tech reserves the right to reject any or all proposals or to withdraw any item from the award.

20. RFP Incorporated into Contract. This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their proposal(s), and the terms of the Sample Contract.

21. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

22. Prohibition on Commissions. Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes, Chapter 192 (Oregon Public Records Law).

24. Clerical Errors in Awards. Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Sample Contract.

26. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this proposal.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up at its sole discretion. The committee’s recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

28. Commencement of Work: The Proposer shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

29. Use of Brand or Trade Names: Any brand or trade names used by Oregon Tech in the specifications are for the purpose of describing and establishing the standard of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Proposers may submit proposals for substantially equivalent products to those designated unless this RFP provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.

30. Best and Final Offer: Oregon Tech may request best and final offers from those Proposers determined by Oregon Tech to be reasonably viable for contract award. However, Oregon Tech reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, Oregon Tech may select for final contract negotiations/execution the offers that are most advantageous to Oregon Tech, considering cost and the evaluation criteria in this RFP.

TERM OF CONTRACT

The Contract is expected to begin on or about November 15, 2024, and extend to November 30, 2029, with an option for annual renewals thereafter, subject to the Contractor's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon thirty (30) days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

The complete proposal (including all attachments) must be emailed and must be electronically received by **1:00 P.M. PT, March 1, 2024**. **Email subject line must be "Response to RFP#2024-01."** Proposer are encouraged to telephone and confirm electronic receipt of the complete emailed document(s) with the Procurement and Contract Services Office before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech' sole discretion.

It is the responsibility of the Proposer to ensure that proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals may not be submitted by telephone or fax. Proposals must be e-mailed to:

Email: Purchasing@oit.edu

Proposals will be publicly opened by a designee in the Procurement and Contract Services Office on the Closing Date.

PROJECT BACKGROUND

Oregon Tech, as Oregon's Polytechnic University, offers rigorous, practical education emphasizing the application of theory for real world solutions. Students of Oregon Tech have exciting opportunities for hands on learning through labs, projects, externships, and research guided by faculty who retain their professional connections to industry. Early on, students actively apply theory in the laboratory settings, in the community, and in addressing some of society's greatest challenges. Oregon Tech programs lead to rewarding careers in health professions, renewable energy, environmental science, information technology, engineering, business, and management.

Oregon Tech is best known for its traditional engineering and technological core, but new degree options are remarkably multi-dimensional. A geomatics student may use GIS technology to survey an

archeological excavation, or a mechanical engineering student may complete a cross-disciplinary application in sustainability. A communication studies major might compile a technical manual for an Oregon Renewable Energy Center project. Information technology and health informatics or management students might specialize in allied health management.

Oregon Tech's emphasis on sustainability is a long-held tradition. Home to the nation's first undergraduate program in renewable energy engineering, we are busy becoming the first geothermal powered university. Since the 1960s, geothermal resources have heated the campus situated between Klamath Lake and the foothills of the Cascade Mountains. It is a beautiful and environmentally rich setting for some of the Northwest's newest educational facilities utilizing green building practices.

Oregon Tech's Klamath Falls campus has an enrollment of approximately 3,500 students and approximately 300 faculty and staff.

CURRENT SNACK AND BEVERAGE VENDING ARRANGEMENT/BACKGROUND

Oregon Tech's current snack vending vendor is Quail Mountain Coffee and Vending, and its current beverage supplies is Pepsi-Cola Bottling, Klamath Falls, Oregon.

SCOPE OF WORK

Summary of Work to be Performed: Oregon Tech shall furnish the selected Proposer with designated spaces throughout its Klamath Falls, Oregon campus to operate vending machines. The selected Proposer shall provide all equipment, products, supplies, refrigeration, services, and maintenance to provide vending services at the designated locations at the Oregon Tech Klamath Falls campus. Schedule A outlines the types of equipment and machines required by location.. A determination shall be made by mutual consent of the parties, during the term of the contract, to change the location or arrangement of vending services, including the addition or deletion of vending machines.

It is essential to Oregon Tech's purpose that there be a well-rounded, nutritious, and high-quality selection of vending items (i.e., snacks, beverages, and juices). Because Oregon Tech has students in its campus buildings throughout the entire week, it is essential that vending machines remain continually stocked and provide healthy options.

Utilities: Oregon Tech shall furnish all necessary utilities of the type and amount required for the operation of vending machines, including but not limited to, electrical connections, outlets, and power supply for the machines; however, connection to such utilities shall be at the Proposer(s) sole expense. Water and drainage may be available in select locations.

Services and Repairs: Proposer(s) shall service, fill, and maintain the vending machines located at the designated locations on the Oregon Tech Klamath Falls, Oregon campus in accordance with the prevailing standards in the vending machine industry. Proposer(s) shall restock, clean, and check the machines for needed repairs on a quarterly basis, and as required by Oregon Tech. Proposer(s) shall post a notice on each of the vending machines stating that they own and operate the machine. The notice shall include a telephone number for reporting malfunctions, requesting refunds for money lost by customers, or requesting repairs. Proposer(s) shall respond to any reported malfunction within twenty-four (24) hours and arrange for necessary repairs as soon as possible. Proposer(s) and Oregon Tech shall mutually agree to a system to reimburse customers for money lost.

Products Dispensed: The product selection dispensed in the vending facilities shall at all times be nutritionally balanced, fresh, and of good quality and variety. Proposer(s) shall remove all products

promptly before their labeled pull dates and before the products become stale or spoiled. Oregon Tech retains the right to request the types and selections and rotation of different selections.

Payments and Proceeds: Proposer(s) shall provide a recommended price for all vending machine products that are consistent with the regional market value. Oregon Tech retains the right to make the final determination on the sale price for all vended products. Proposer(s) shall be responsible for all state and local taxes, licenses, permits, authorizations, and any other state and local requirements with regard to its ownership, use, and/or operation of vending machines and provision of services under its agreement with Oregon Tech.

Commission shall be calculated based on the gross sales from all vending machines and payable to Oregon Tech on a monthly basis. By the twentieth (20th) of each month, Proposer(s) shall be required to provide Oregon Tech with its commission and accounting sufficient to evidence the amount of sales and any deduction therefrom.

Access to Property: Oregon Tech shall allow the Proposer's employees or subcontracted vending company employees adequate access to the locations where vending facilities are provided during normal business hours, as determined, and published by Oregon Tech's academic calendar. All such individuals entering Oregon Tech's premises shall comply with all applicable Oregon Tech policies and procedures. Personnel providing on-campus delivery and service for this contract shall be in full company uniform at all times they are present on campus. Uniform shall include hat or cap and jacket or shirt with company identification attached. In addition, all such persons shall carry photo-identification and shall present such documents to any Oregon Tech staff or faculty on request. Failure to meet this condition shall result in immediate termination of Proposer's contract.

Deliveries: Proposer(s) shall establish a regular delivery schedule that is satisfactory to Oregon Tech. It is expected that normal deliveries will be made every week, with no excessive inventories maintained. Orders made in addition to the regular delivery schedule shall be delivered within three (3) workdays of receipt of written or phone order.

Installation: Proposer(s) shall install all vending equipment between 8 a.m. PST on November 15, 2024 and 5 p.m. PST on November 27, 2024, or as mutually agreed upon between Proposer(s) and Oregon Tech.

Service Requirements: Proposer(s) shall, at its sole expense, maintain equipment and supplies to provide uninterrupted service seven (7) days a week, three hundred sixty-five (365) days a year. If any equipment must be removed for servicing, Proposer(s) shall furnish and install replacement equipment of equal quality. Proposer(s) shall be on call seven (7) days per week for maintenance problems. Downtime shall be noted as a criterion of performance.

Repeated downtime shall be cause for termination of Proposer's contract with Oregon Tech. Proposer(s) shall respond within twenty-four (24) hours to calls for emergency service seven days a week.

Empties: Oregon Tech shall not be liable for the return of empty containers. Receptacles for recyclable containers shall be provided by Proposer(s) in any area deemed necessary by mutual agreement.

Equipment Requirements: Proposer(s) shall provide high quality vending equipment at all locations in accordance with utmost industry standards. The selection of machines to be installed and their locations shall be made only by mutual consent between Proposer(s) and Oregon Tech. No machine may be located or removed without the advance approval of Oregon Tech.

All vending machines shall: 1) meet appropriate electrical and plumbing codes; 2) be Energy Star Certified*; 3) carry the NSF Seal of Approval or its equivalent; 4) meet all applicable ADA standards; 5) have a label with the Proposer's current name and service telephone number; 6) have bill changers; and 7) have the capability to accept debit/credit cards as form of payment. All equipment shall be purchased, installed, and maintained at Proposer's expense.

***Energy Star Certified vending equipment.** Proposal should include Proposer(s) commitment to supply, install, service, and maintain all new, Energy Star Certified vending equipment at no cost to Oregon Tech.

Other Energy Star Certified equipment. It is preferred by Oregon Tech that all other equipment used to dispense and store snacks and beverages is Energy Star Certified.

Proposal should include Proposer(s) commitment to supply, install, service, and maintain all new, Energy Star Certified dispensing and storage equipment at no cost to Oregon Tech.

All risks involved in the placement of the machines on the campus shall be borne by Proposer(s), including but not limited to loss by fire, theft, vandalism, spoilage, or other causes.

Refunds: Refunds for malfunction shall be made to patrons. Proposer(s) shall reimburse Oregon Tech on each delivery date, or as otherwise agreed to by the Proposer(s) and Oregon Tech.

SECTION II – INFORMATION REQUIRED FROM PROPOSERS

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Format

1. The proposal should be written on standard size (8½” x 11”) paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite and Adobe Acrobat documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively.

File Size Limit

Proposer’s submission may not exceed **25 MB** in file size. This limit cannot be increased, and files of larger size will not be accepted.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Non-Discrimination and Oregon Tax Laws Certification** sheet, signed by an authorized company official.
2. The proposal must also include the following:
 - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, current telephone number, e-mail address, name, and title of the Proposer’s contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
 - b. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than five hundred (500) words) any special considerations Oregon Tech should consider.

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the**

complete proposal content may be rejected.

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

1. Background Information, Scope of Work, and References Review

Possible Points: 45

2. Cost Summary and Highly Competitive Product Pricing

Competitive commissions

Possible Points: 45

3. Campus Initiatives Support

Plans to provide/participate in healthy campus initiatives

Plans to support campus sustainability initiatives

Plans to support student internships

Possible Points: 10

Total Possible Points: 100 points

SECTION III – QUESTIONNAIRE FOR PROPOSERS

Please submit your responses in order beginning with question 1 by restating the question, then providing your answer. Use additional sheets, as necessary. Be specific with names and numbers.

1. Background Information, Scope of Work, and References Review

Background Information

If the Proposer is an entity other than a sole proprietorship, Proposer must submit evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the proposal is authorized to act for and bind the Proposer in all matters relating to the proposal and possible subsequent contract. This type of written documentation is commonly in the form of a Secretary's Certificate or Officer's Certificate issued by the board or committee governing the entity. The written documentation, however, is not required to be in any particular form as long as it clearly shows the individual signing the proposal has authority to bind the Proposer.

If Proposer is an entity other than a sole proprietorship and the entity was not organized or incorporated in the State of Oregon, Proposer is required to provide written evidence that Proposer is in good standing in its state of organization or incorporation. This type of written documentation is commonly in the form of a certificate of good standing. The written documentation, however, is not required to be a certificate of good standing. For example: A corporation incorporated in Delaware could go to the Delaware Secretary of State's website, perform a business entity search on itself, and submit with its proposal a copy of the record retrieved from that site.

Proposer must not be listed on the Federal Excluded Parties or Debarred Contractors listing. Proposer must not be excluded from contract awards by either the federal government or the State of Oregon. No written response from Proposer is necessary for this part. Upon closing of this RFP, and as part of Oregon Tech's initial review of mandatory requirements, Oregon Tech will verify whether Proposer is excluded from contract awards by either the federal government or the State of Oregon.

Proposer must submit sufficient evidence of financial capability to meet the responsibilities to perform the contract which may include balance sheets, income statements, financial statements, independent financial compilation/review, or other financial information whereby Oregon Tech can determine Proposer's credit rating or financial capability. It will be at Oregon Tech's sole discretion to determine if the evidence submitted is sufficient to determine financial capability. Oregon Tech reserves the right to request further information as needed for clarification purposes.

Proposals must set forth the qualifications of the Proposer to perform the contract, including providing a firm resume. Proposers will verify that the Proposer has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable. Proposer will list names, titles, and qualifications of the key personnel and any subcontractors (such as installers and repair technicians) who will be assigned to this project. Include concise business biographies or resumes of the key personnel who will be doing the work described in the proposal. This information must include their areas of expertise, and their experience with projects of similar scope and nature.

Resources available to Proposer to perform the scope of work and to assure meeting an aggressive transition and implementation schedule; include as part of your response to this item the specific implementation schedule for your proposed campus snack and beverage vending program on the Oregon Tech campus, including the ability to meet the anticipated schedule.

Proposals must include a description of the Proposer(s) experience performing projects similar in type and magnitude to the subject of this RFP. Proposer(s) description must include a minimum of three (3) examples demonstrating the above experience.

Scope of Work

Using the Scope of Work as a guide, outline a work plan, with target dates for beginning and completion of essential steps necessary to meet the deadlines.

References Review

Proposals must include a list of three (3) clients and contact information for whom similar projects have been completed by the Proposer. These clients may be contacted by Oregon Tech for an evaluation and assessment of the Proposer's performance. The list of clients must include one (1) client that has been newly engaged by the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, and phone number of the references.

2. Cost Summary and Highly Competitive Product Pricing

Vending Pricing. Proposers must include proposed pricing for all beverage vending product categories and include assumptions and recommendations regarding pricing options.

Oregon Tech reserves the right to determine final selling prices.

Commissions. Proposers must identify proposed aggregate annual vending guarantee and/or commission rates for each beverage vending product category. The commission schedule(s) must reflect alternative proposed vending prices and corresponding commission ranges for each product category. It must also include an estimated mix of product category sales during the life of any awarded vending contract.

Commission must be stated as a percentage of gross sales without deduction of any costs by the Proposer, including, but not limited to, applicable taxes.

Commission Payments. Payment for commissions earned by Oregon Tech is due by the twentieth (20) day of the following month in which the revenue was collected. Included with the payment must be an accounting of the meter/counter readings and that month's revenue for each vending machine collected. Causes of abnormal revenues or meter readings must be noted and explained.

Losses incurred from the operation of vending equipment due to theft, flood, fire, vandalism, or damage must be absorbed by the Proposer and are not to be factors in the computation of Oregon Tech's commissions.

3. Campus Initiatives Support

Proposers must describe the support it can provide for healthy campus initiatives, campus sustainability initiatives, and student internships. Please include any additional commitments and unique features.

SECTION IV – CONTRACT TERMS AND REQUIRED DOCUMENTS

NOTICE OF INTEREST

**RFP #2024-01
VENDING SERVICES-SNACKS AND BEVERAGES**

Name of Consultant/Firm: _____

Check One:

_____ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____ Date: _____

Name: _____ Title: _____

Address: _____

City/State/Zip: _____ Phone: () _____

E-mail: _____

Please email this Notice of Interest no later than February 23, 2024 at 5:00 P.M. PT to
Purchasing@oit.edu.

**BIDDER/PROPOSER
NON-DISCRIMINATION AND OREGON TAX LAWS CERTIFICATION**

**RFP #2024-01
VENDING SERVICES-SNACKS AND BEVERAGES**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that the named firm has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, or Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business (check all applicable): ☐ DBE ☐ MBE ☐ WBE ☐ ESB

Certificate of Compliance with Oregon Tax Laws

I, the undersigned, (check one):

- ☐ hereby certify under penalty of perjury that I am not in violation of any Oregon Tax Laws.
- ☐ hereby certify under penalty of perjury that I am authorized to act on behalf of the firm herein named and to the best of my knowledge, such firm is not in violation of any Oregon Tax Laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by Oregon Revised Statutes (ORS) 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Business Designation (check one): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Governmental/Non-Profit ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Limited Liability Company

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Address: _____

City/State/Zip: _____ Phone: () _____

E-mail: _____

EXHIBIT A

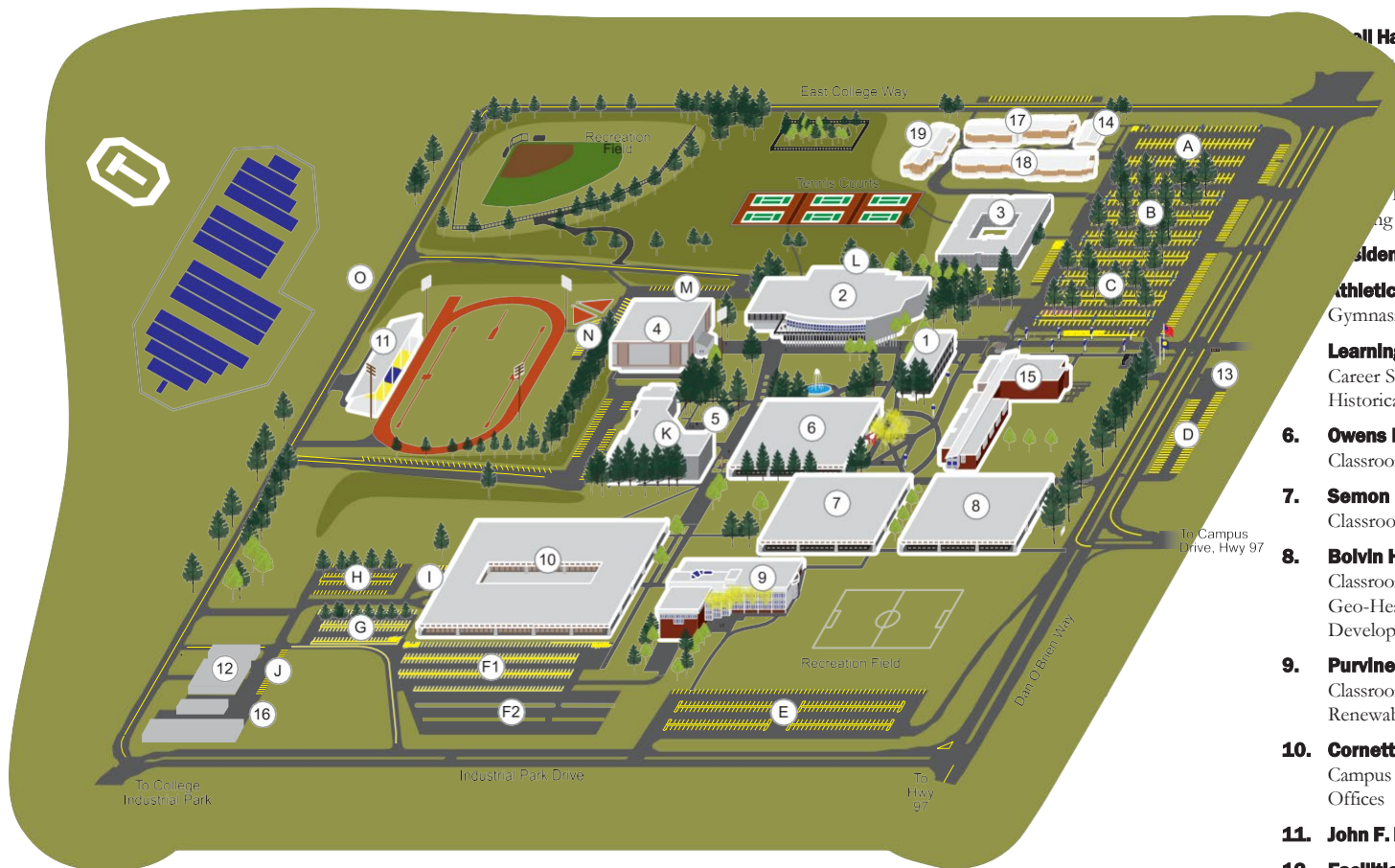
NUMBER OF VENDING MACHINES BY BUILDING

BUILDING	BEVERAGE VENDING MACHINES (#)	SNACK VENDING MACHINES (#)
Boivin Hall	1	1
Marth Anne Dow Center for Health Professions	1	1
Cornett Hall	2	1
Athletics	1	0
Owens Hall	1	2
Semon Hall	1	1
Purvine Hall	2	1
Facilities Services	1	1
Residence Hall	3	3
Sustainable Village 1	1	1
Sustainable Village 2	1	1
Sustainable Village 3	1	1
Snell Hall	1	1
College Union	3	1
Learning Resource Center	1	1

EXHIBIT B

CAMPUS MAP

[Please see attached.]



Designated Parking Area

- | | |
|--------------------------------------|---|
| A. Residence Hall Lot | J. Facilities Services Lot |
| B. Residence Hall Lot | K. Learning Resources Center Lot |
| C. Snell Hall Lot | L. College Union East Lot |
| D. Information Booth Lot | M. College Union North Lot |
| E. Purvine Hall Lot | N. Tech Flt Lot |
| F1. Cornett West Lot | O. Stadium Lot (Gravel) |
| F2. Cornett West Lot (Gravel) | |
| F. Cornett North Lot | |
| G. Cornett North Lot | |
| H. Cornett North Annex | |

Map Legend

- A-B Resident Parking
C-O General Parking
Handicap
Visitor

Office of Admissions

800.422.2017
541.885.1150
oit@oit.edu

www.oit.edu

Snell Hall

Administrative Offices, Alumni Relations, Human Resources, Oregon Tech Registrar

College Union

ASOIT, Bookstore, Campus Financial Aid, Information, KTEC, Living Rooms, Student Affairs

Residence Hall

Athletics

Gymnasium, Fitness Center

Learning Resource Center

Career Services, Library, Offices, Shaw Historical Library, Student Success Center

6. Owens Hall

Classrooms, Laboratories, Offices

7. Semon Hall

Classrooms, Dental Clinic, Laboratories

8. Bolvin Hall

Classrooms, Information Technology Services, Geo-Heat Center, Offices, Small Business Development Center

9. Purvine Hall

Classrooms, Laboratories, Offices, Oregon Renewable Energy Center

10. Cornett Hall

Campus Safety, Classrooms, Laboratories, Offices

11. John F. Moehl Stadium and Track Facility

12. Facilities Services

Central Receiving

13. Information Center

Disabled Parking Information, Temporary and Visitor Parking Permits, Campus Security

14. Integrated Student Health Center

15. Martha Anne Dow Center for Health Professionals

Classrooms, Laboratories, Offices

17. Sustainable Village A

18. Sustainable Village B

19. Sustainable Village C

*Hands-on education for
real-world achievement.*

EXHIBIT C

OREGON TECH SAMPLE CONTRACT

[Please see attached.]



VENDING AGREEMENT

THIS VENDING AGREEMENT (“Agreement”) is by and between the Oregon Institute of Technology, an Oregon public university (“Oregon Tech”), and [INSERT] (“Contractor”).

RECITALS

WHEREAS the purpose of this Agreement is to provide for the establishment, operation, and maintenance of vending service at designated locations on Oregon Tech’s Klamath Falls, Oregon campus located at 3201 Campus Drive, Klamath Falls, OR 97601-8801;

WHEREAS Oregon Tech desires Contractor’s assistance in the provision of vending facility services for the convenience of students, staff, and visitors at Oregon Tech’s Klamath Falls, Oregon campus; and

WHEREAS Contractor is willing to assist Oregon Tech in providing such vending facility services as outlined in this Agreement.

AGREEMENT

THEREFORE, in consideration of the mutual covenants contained herein, Oregon Tech and Contractor hereby agree as follows:

- 1. Term:** This Agreement shall be effective on [INSERT] (“Effective Date”) and shall terminate on [INSERT], unless extended or earlier terminated in accordance with its terms (“Initial Term”). At the end of the Initial Term, the parties, by written amendment, may extend or renew the Agreement by up to [INSERT] (each, a “Renewal Period”).
- 2. Vending Services to be Provided:** Contractor agrees to provide vending services as described in its proposal dated [INSERT], attached as **Exhibit A** and hereby incorporated by reference. In the event of conflicts or discrepancies between this Agreement and **Exhibit A**, the terms and conditions of this Agreement shall govern the rights and responsibilities of the parties. Contractor shall have the exclusive right to operate vending machines in the designated buildings on Oregon Tech’s Klamath Falls, Oregon campus as outlined and described in the attached **Exhibit B** and hereby incorporated by reference (“Locations”). The vending facilities shall be operated in such a way as to comply with all federal, state and local laws and regulations. Contractor may subcontract with vending companies to operate the vending facilities and provide the services required under this Agreement.

It is essential to Oregon Tech’s purpose that there be a well-rounded, fresh, nutritious and high-quality selection of vending items, including snacks, beverages, juices, and fresh food. Contractor shall ensure that the vending machines remain stocked, and appropriately refreshed, and have healthy food options.

3. **Space and Utilities:** Oregon Tech shall furnish the Contractor adequate space in the Locations to operate the vending facilities. Oregon Tech shall also provide the necessary utility services, including, but not limited to, electrical connections, outlets, and power supply for the vending machines. However, Contractor shall be solely responsible for all costs associated with connection to and usage of all such utility services, as well as for the normal and customary cleaning, maintenance, and repair of the structure and areas adjacent to the vending facility areas. Notwithstanding the above, Contractor shall be responsible for all damages caused to the Locations caused by its employees or subcontractors.
4. **Vending Machines:** Contractor shall furnish and install all vending machines at the Oregon Tech Locations. Including all repairs and maintenance, including, but not limited to electronics, software additions, and improvements. The parties by mutual consent in writing shall approve any substantial changes in location or arrangement of vending facilities or services, including but not limited to the addition or deletion of other machines or equipment.
5. **Service and Repairs:** Contractor shall service, fill, and maintain the vending machines located at the Locations. Contractor shall restock, clean and check the machines for needed repairs on a regular basis. Contractor shall post a notice on each of the vending machines clearly stating that the machine is operated by Contractor. The notice shall include Contractor's telephone number for reporting malfunctions, requesting refunds for money lost by customers, or requesting repairs. Contractor shall respond to any reported malfunctions within twelve (12) hours and arrange for necessary repairs as soon as possible. Contractor and Oregon Tech shall mutually agree to a system to reimburse customers for money lost.
6. **Products Dispensed:** The product selection dispensed in the vending facilities shall at all times be nutritionally balanced, fresh, wholesome and of good quality. Contractor shall remove all products promptly before their labeled pull dates and before the products become stale or spoiled. Oregon Tech has the right to request types of selections and rotation of different selections.
7. **Payments and Proceeds:** Contractor shall establish sale prices for the vending machine products at current regional market value. Contractor shall be responsible for all state and local taxes, licenses, permits, authorizations and any other state and local requirements with regard to its ownership, use or operation of vending machines and provision of services under this Agreement.
 - A. Contractor shall provide Oregon Tech with a [INSERT] commission on the gross sales of all varieties of beverages and a [INSERT] commission on the gross sales of all varieties of snacks from the vending machines on a monthly basis. By the twentieth (20th) of each month, Contractor shall provide Oregon Tech an accounting sufficient to evidence the amount of sales, commission calculation, and any deduction therefrom along with the commission payment. The commission payment and accounting shall be sent to: Accounts Receivable, 3201 Campus Drive, Klamath Falls, OR 97601-8801.

- 8. Access to Property:** Oregon Tech shall allow Contractor employees, managers, and subcontracted vending company employee's adequate access to the Locations where vending facilities are provided during normal hours as determined and published by Oregon Tech's academic calendar. All such individuals entering on Oregon Tech premises shall comply with the applicable Oregon Tech policies and procedures.
- 9. Notification of Misconduct:** Oregon Tech shall exercise reasonable efforts to notify the Contractor of any alleged misconduct or mismanagement by an individual servicing the vending facilities, or any other dissatisfaction with the Contractor under this Agreement. Oregon Tech may recommend a change of personnel providing the vending services, and if so shall provide the Contractor written documentation containing the rationale for recommended changes, which shall not be based upon prohibited discriminatory treatment. Contractor shall respond to Oregon Tech in writing within fifteen (15) business days from the date the Contractor receives this request. If Oregon Tech is dissatisfied with the Contractor response, an informal meeting will be held between the parties. Both parties shall use best faith efforts to resolve any disputes that may arise.
- 10. Assignment/Subcontractors:** Contractor may assign this Agreement, in whole or in part, only with the prior written consent of Oregon Tech. Contractor shall notify Oregon Tech of any third party or subcontractor acting on its behalf, including names, addresses, and telephone numbers. Contractor shall obligate each third party or subcontractor that it engages to operate vending locations at Oregon Tech to act in accordance with the provisions of this Agreement.
- 11. Indemnification:** Contractor shall, defend, indemnify, and hold harmless Oregon Tech, its Boards of Directors, officers, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or any of its employees, subcontractors, or agents acting under this Agreement. Subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Oregon Tech shall, defend, indemnify, and hold harmless Contractor, its officers, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Oregon Tech or any of its employees, subcontractors, or agents acting under this Agreement.
- 12. Insurance:** Contractor shall maintain general liability insurance with a minimum of \$2,000,000 per occurrence and \$4,000,000 aggregate; automobile liability insurance with a minimum of \$1,000,000 per occurrence; and workers' compensation as required by law. Contractor shall be required to provide evidence of such insurance coverage by providing Oregon Tech an insurance certificate with Oregon Tech being named as an additional insured. Contractor shall also require and ensure that each of its subcontractors maintain the same insurance with the same minimum limits. Subcontractor shall be required to provide evidence of such insurance coverage by providing Oregon Tech an insurance certificate with Oregon Tech being named as an additional insured.

Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but

not limited to federal and state income tax deductions, and workers' compensation coverage. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

13. Losses: Except to the extent any such loss shall be caused in whole or in part by the Oregon Tech's intentional misconduct, recklessness, or negligent acts or omissions, or material breach under this Agreement, Contractor assumes liability for all losses involved in the operation of the vending machines or equipment provided by Contractor due to theft, fire, accident, disruption of utility services, vandalism, spoilage, or other similar events.

14. Representations and Warranties: Contractor and Oregon Tech each represent and warrant that it has full power and authority to enter into agreements of the type contemplated herein, and that all action on their part necessary for the authorization, execution, delivery and performance of this Agreement has been duly taken.

15. Governing Law; Venue: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). Any legal suit, action or proceeding arising out of or relating to this Agreement, or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Oregon in each case located in Marion County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

16. Compliance with Applicable Law: Contractor and Oregon Tech shall comply with all federal, state and local laws, regulations, executive orders, and ordinances applicable to the work performed under this Agreement.

Contractor will process credit/debit card transactions on Oregon Tech's premises using Contractor provided technology systems and internet connectivity. This connectivity is to be provided by Contractor and this connectivity will exist independent of Oregon Tech's existing network infrastructure. Contractor will provide network security and management, and all associated hardware, for the credit/debit cardholder. Contractor will adhere to and maintain its network and data security practices in compliance with the PCI DSS ((Payment Card Industry Data Security Standard (<http://www.pcisecuritystandards.org>))).

17. Force Majeure: Neither party shall be held responsible to the other for any delay or default caused by fire, riot, civil commotion, war, act of God, or any other like condition or event which is beyond its reasonable control and which by the exercise of reasonable diligence it is unable to prevent.

18. Termination: Either party may terminate this Agreement upon thirty (30) days written notice, or at such later date as the party may establish in such notice, (i) for breach of any material provision by the other party if the breach is not remedied within fourteen (14) calendar days following provision of notice by the aggrieved party; or (ii) for convenience. Any such termination shall not affect obligations that accrued prior to the date of the notice and for which funding is lawfully available. Neither party shall incur any new obligations or enter into any new contracts for the terminated portion of the Agreement after the effective date of such termination and shall cancel as many obligations and contracts as possible.

19. Administration; Notices: Except as otherwise provided in this Agreement, any communications between the parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile transmission, or by mailing the same, postage prepaid, to the party's authorized representative as follows:

Oregon Institute of Technology Attn: Dr. Mandi Clark 3201 Campus Drive Klamath Falls, OR 97601 Telephone: 541-885-1011 Email: Mandi.Clark@oit.edu and Student.Affairs@oit.edu	[INSERT]
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Any communication or notice properly addressed and mailed shall be deemed received five (5) calendar days after mailing. Any communication or notice delivered via electronic submission shall be deemed received, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business. Personal delivery shall be effective upon delivery into the possession of the party's authorized representative, or delivery into the possession of any employee at the party's address authorized to accept deliveries on behalf of the party.

20. Waiver; Amendment: The parties may agree to amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment shall be effective unless it is in writing and signed by the parties and unless all approvals required by applicable law have been obtained before becoming effective. No delay or omission to exercise any right, power or remedy accruing to either party upon any breach or default by the other shall impair any such right, power or remedy. Any waiver of breach or default must be in writing and shall be effective only to the extent specifically set forth in the writing. All remedies shall be cumulative and not alternative. No provision of the Agreement may be amended, waived, discharged or terminated orally.

21. Independent Contractor: Contractor and Oregon Tech are, as to each other, independent contractors. This Agreement is not intended to, and shall not be construed to, create a partnership, joint venture, or master-servant relationship between Contractor and Oregon Tech, nor does the Agreement give either party the power to act as a partner, joint venture, or agent on behalf of the other. Nothing in this Agreement shall be construed to create a master-servant, principal-agent, or employer-employee relationship

between Contractor and its subcontractors or between Oregon Tech and the subcontractors who provide services under the Agreement.

22. No Third Party Beneficiaries: Nothing contained in this Agreement is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

23. Non-Discrimination: The parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

24. Funds Available: Oregon Tech's continuation of this Agreement after the current budget period is contingent on legislative approval of funding.

25. Integration: This Agreement, together with its exhibits, if any, and matter incorporated by reference, contains the entire agreement between the parties on the subject matter thereof, and no statements made by any party or agent thereof not contained therein shall be valid or binding.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date herein written.

Oregon Institute of Tehcnology

[INSERT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
CONTRACTOR'S PROPOSAL

[Please see attached.]

SAMPLE

EXHIBIT B
VENDING LOCATIONS

[Please see attached.]

SAMPLE