

AN ORDINANCE TO AUTHORIZE CONTRACT 17008PW – VENDING MACHINE SERVICE – WITH RDS VENDING, LLC.

#4226

Sponsor:

Council
Member
Shabazz

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

WHEREAS, the City desires to obtain vending machine services in the City/County Building and other City buildings; and

WHEREAS, the vending machine contract is a type of concession contract in which the successful bidder (the concessionaire) pays the City a monthly fee to operate its vending machines on City property; and

WHEREAS, the vending machine contract is therefore required to be competitively bid and awarded to the highest responsible bidder pursuant to Section 8-201 of the City Charter; and

WHEREAS, the City publicly advertised the specifications for Contract 17008PW – Vending Machine Service in the City/County Building and other City Buildings ("the Contract") - in accordance with Section 8-201 of the City Charter, and subsequently awarded the Contract to RDS Vending, LLC ("the Contractor"), which submitted the highest responsible bid; and

WHEREAS, the term of the Contract is for a period of one (1) year, with a monthly concession fee payable to the City in the amount of One Thousand Two Hundred Fifty Three Dollars (\$1,253.00) or 25% of gross sales, whichever is greater, with three (3) possible renewals of one (1) year each beginning on or about July 1, 2016; and

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor as stated above, for a period of one year with a monthly concession fee payable to the City in the amount of One Thousand Two Hundred Fifty Three Dollars (\$1,253.00) or 25% of gross sales, whichever is greater, with three (3) possible renewals of one (1) year each, a copy of which, in substantial form, is attached hereto as Exhibit "A".

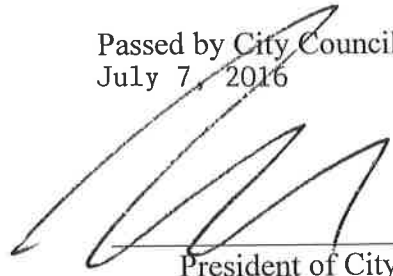
THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Contract 17008PW – Vending Machine Service in the City/County Building and other City Buildings – between the City and RDS Vending, LLC, for a period of one year, with a monthly concession fee payable to the City in the amount of One Thousand Two Hundred Fifty Three Dollars (\$1,253.00) or 25% of gross sales, whichever is greater, with three (3) possible renewals of one (1) year each, a copy of which, in substantial form, is attached hereto as Exhibit "A," is hereby approved, and the Mayor and the City Clerk are hereby authorized to execute as many copies of the contract, as well as all additional undertakings related thereto, as may be necessary.


SECTION 2. This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First Reading June 2, 2016
Second Reading. . . June 2, 2016
Third Reading . . . July 7, 2016

Passed by City Council,
July 7, 2016

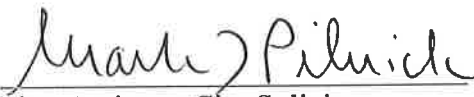


President of City Council

ATTEST: 

City Clerk

Approved as to form this
25th day of May, 2016



First Assistant City Solicitor

Approved this 12 day of July, 2016



Mayor

SYNOPSIS: This Ordinance authorizes Contract 17008PW – Vending Machine Service in the City/County Building and other City Buildings – with RDS Vending, LLC, for a period of one year, with a monthly concession fee payable to the City in the amount of \$1,253.00 or 25% of gross sales, whichever is greater, with three possible renewals of one year each.

Agenda #

Impact Statement

This Ordinance authorizes Contract 17008PW – Vending Machine Service in the City/County Building and other City Buildings – with RDS Vending, LLC, for a period of one year, with a monthly concession fee payable to the City in the amount of \$1,253.00 or 25% of gross sales, whichever is greater, with three possible renewals of one year each.

CITY CONTRACT 17008PW
VENDING MACHINE SERVICE IN THE CITY BLDG
BETWEEN
CITY OF WILMINGTON
AND
RDS VENDING, INC

EXHIBIT "A"

BIDS & PROPOSALS

The City Wilmington will receive sealed bids at the Div. of Procurement & Records, 5th Fl., Louis L. Redding Bldg., 800 French St., Wilm., DE 19801 for:

17008PW - VENDING MACHINE
SERVICE IN THE CITY / COUNTY
BUILDING

Proposals are due on TUESDAY,
FEBRUARY23, 2016, at the close of
business, 5:00 p.m.

Scope of Services may be obtained
at the above address.

Phil Ceresini
Purchasing Agent II
Department of Finance
Division of Procurement and Re-
cords
2/4-NJ

0001027087-01

REQUESTS FOR PROPOSALS

1. Proposals on City Contract 17008PW – VENDING MACHINE SERVICE IN THE CITY / COUNTY BUILDING AND OTHER CITY BUILDINGS will be received in the Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on TUESDAY, FEBRUARY 23, 2016, at the close of business, 5:00 p.m.

2. Proposals must be an original and four (4) copies, of the proposal sealed in an envelope, and the envelope endorsed "Proposal for City Contract 17008PW – VENDING MACHINE SERVICE IN THE CITY / COUNTY BUILDING AND OTHER CITY BUILDINGS" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

3. Any proposal may be withdrawn prior to the schedule time for opening of proposals or authorized postponement thereof. No proposal may be withdrawn within sixty (60) calendar days after the actual opening thereof.

4. The successful proposer will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5. The successful proposer will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

6. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority proposer and/or subcontractor to confirm any participation in the Procurement process.

7. The successful bidder certifies that they are not listed on the Federal Governmental, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.

8. Award and Execution of Contract

- A. **Consideration of Proposals.** Before awarding the contract, a proposer may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within sixty (60) calendar days after the opening of proposals to the qualified proposer whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposal that his proposal has been accepted and has been awarded the contract.

- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:

- A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

Note: Questions will not be accepted within 1 week of the proposal due date. Any questions must be submitted via email to pceresini@wilmingtonde.gov by 5:00 p.m. on February 16, 2016.

CITY OF WILMINGTON
SPECIFICATIONS
FOR CONTRACT 17008PW
FOR VENDING MACHINE SERVICE
IN THE CITY/COUNTY BUILDING
AND OTHER CITY BUILDINGS

CITY OF WILMINGTON
January 2016

Reason for Services

The sole purpose in granting a concession in the City/County Building, Public Safety Building, and Public Works Operations Center is to provide employees and visitors thereto such services and accommodations as may be necessary for their enjoyment of a vending operation. With that objective in mind, the concession described herein shall be managed under the supervision of the City of Wilmington. The concessionaire will be required to provide whatever service, in the judgment of the City, may reasonably be expected in connection with the operation of a vending concession. The operation must comply with the rules, regulations, and laws of New Castle County and the City of Wilmington, the State of Delaware, and the United States, especially with regard to those regulating the provision of food service.

Type of Service

The successful bidder for the vending operation will be expected to provide service at reasonable locations in the Building heretofore mentioned. There is space designated in the City/County building for sundry, snack and soda machines; however, the proposal should only include the number of machines determined by the bidder to be optimal for a nine-story office building with approximately 650 employees. The level of service proposed will be a major determinant in the award of this contract. Items for sale should include, but are not limited to: sundry items, soft drinks, candy, and gum. The City shall have approval rights over the type, quality, and location of vending machines or similar devices proposed for this purpose. Installation will not be permitted without the prior written approval of the City. All other buildings will separately specify products and machines by their contacts.

Supervision and Inspection

The City through a designated person will provide a continuing inspection service to determine that the concessionaire complies with all provisions of the vending concession contract. This inspection will include, but will not be limited to, the quality of the services rendered, the nature of the articles offered for sale to the public, neatness of the premises and the employees, and non-discrimination policies of the concessionaire with relation to both employment and service to the public. The concessionaire and all its employees will be required to adhere to City/County rules and regulations and to cooperate with the City in meeting the demands of the public.

Prices

The City will have approval rights over the prices charged by the concessionaire in the vending machines. Primary consideration will be given to: (1) the prices charged for the same or similar items being sold by other concessionaires in the area with due regard given to such other factors as may be deemed significant; and (2) the ability of the concessionaire, given the prices charged, to realize a reasonable profit commensurate with the investment and obligation assumed. The principal objective of such approval rights is to assure the public of satisfactory services and quality merchandise at reasonable prices. The prices initially quoted will remain effective during the entire contractual period.

Personnel

The concessionaire shall personally operate these services or be responsible for hiring the necessary trained employees to conduct the concession operations. The concessionaire shall comply with all the requirements of Federal, State, and local laws in relation to minimum wage, Social Security, Civil Rights Act of 1964, Unemployment Insurance, and Workmen's Compensation. Employees shall be required to observe all applicable rules and regulations and to exercise courtesy and consideration in their relations with the public. If required by the City, the concessionaire shall require the employees who come in contact with the public to wear a uniform or badge to identify them as the concessionaire's employees. Any person in the employ of the concessionaire found objectionable for good cause by the City shall be subject to dismissal.

Length of Service

The initial term of this contract is expected to run from July 1, 2016 or as soon as possible thereafter until June 30, 2017. The City maintains the option, to extend this contract for three (3) additional one year periods beyond the original term based on the circumstances existing at the time and the quality of services rendered up to that point. Notice in this regard will be given 60 days prior to the expiration of the original contract.

General Conditions For All Vending Machines

1. The concessionaire must receive approval from the City for the installation and location of vending machines. Any request to change locations must receive written approval. These machines shall be kept in proper working order and the area immediately surrounding them shall be kept clean at all times.
2. The machines must be kept filled with fresh foodstuffs on a regular basis, i.e., at least twice a week, to satisfy the needs of the City and County staff in the building. The City retains the right to terminate this license should the concessionaire fail to respond promptly to complaints of empty or malfunctioning

machines, bad food, or lost money. All foodstuffs shall have an expiration date stamped on each package and under no circumstances shall any expired foodstuffs remain in the machines past its expiration date.

3. A list of foodstuffs to be offered in the vending machines and their associated prices must be submitted with the bid.
4. The concessionaire shall be required to maintain and keep in effect during the performance period a policy or policies of public liability insurance, including products liability coverage covering all the concessionaire's machines, products, and operations with minimum policy limits of \$1,000,000 for bodily injury (including death), and \$1,000,000 for property damage liability. New Castle County and the City of Wilmington shall be named as additional insured in such policies which provide that the City be given at least thirty days written notice prior to cancellation of such policies. The certification evidencing such insurance shall be furnished at the time the contract is executed.
5. No signs, posters, or advertising shall be installed without the approval of the City.
6. There shall be no sales of glass-bottled beverages. All machines must include product drop sensors and be of the latest models manufactured.
7. The concessionaire shall be responsible for all repairs and maintenance of equipment itemized in this proposal as well as any other personal equipment that may be installed as authorized herein. Repairs are expected to be made on a timely basis. Failure to successfully repair a machine in timely fashion may result in the City requesting a replacement machine.
8. The concessionaire shall not install or erect any temporary structures or devices without prior written approval by the City, nor shall any permanent alterations or improvements to the building itself be made without such prior written approval. Any temporary structures or devices, as well as any equipment or personal property owned by the concessionaire, shall be the concessionaire's responsibility to remove within 15 days following termination of this contract. If not removed within 15 days, the City retains the right to remove such items at the concessionaire's expense or to consider them the property of the City and County, unless previous arrangements were made with the City for removal at another time. Any permanent alterations or improvements to the building immediately become the property of the City and County upon completion of construction.
9. The concessionaire agrees to keep the books of account and records of all operations and to establish a system of bookkeeping and accounting in a manner satisfactory to the City, and to permit an inspection or audit of said books and

records by the City, or its representative, as often as the City deems it necessary.

10. The concessionaire shall pay the cost and expense of obtaining all permits or licenses necessary for the legal operation of this license. The concessionaire will deduct City of Wilmington wage taxes and head taxes, if applicable, from the compensation of its employees in accordance with the City of Wilmington wage tax laws. No contract will be signed until evidence is presented of having obtained all necessary licenses and permits, and having applied for payment of the Wilmington head and wage taxes.
11. This proposal in no way offers or solicits a leasehold-type arrangement with the concessionaire. The concessionaire will, on the basis of this bid, be granted a license to operate a concession in the location designated by the City. The concessionaire will have the right to occupy the space agreed upon, to operate the license granted, and to continue in possession thereof only so long as each and every one of the conditions outlined in this proposal are strictly and properly complied with.
12. The concessionaire shall not sell, mortgage, rent, assign, sublet, or parcel out the license hereby granted or any interest therein, or allow or permit any other person or party to use or occupy any part of the premises, building, or spaces covered by this license for any purpose whatsoever without first obtaining the written consent of the City, which consent may be withheld for any reason whatsoever. Nor shall this license be transferred by operation of law to include the sale of stock.
13. The concessionaire agrees that at all times free access will be given to the City, the Department of Health, and other County, State, or Federal officials having jurisdiction for inspection purposes. The concessionaire agrees that if notified by the City that any part of the licensed premises is unsatisfactory, the concessionaire will remedy the same at once.
14. The concessionaire expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the electrical apparatus or wire furnished for the licensed premises; or by reason of any loss of any gas supply, water supply, heat, or current which may occur from time to time for any cause; or for any loss resulting from acts of God, fire, water, tornado, explosion, civic commotion, or riot. The concessionaire hereby expressly releases and discharges the City of Wilmington, its agents, and New Castle County, and its agents, from any and all demands, claims, actions, and causes or actions arising from any of the causes aforesaid.
15. The concessionaire will assume the entire responsibility and liability for any and all damage or injury of any kind or nature whatever including death resulting there from to all persons, whether employees of the concessionaire or otherwise,

and to all property caused by, resulting from, arising out of, or occurring in connection with the execution of the services or operation of the concession described herein. If any claims for such damage or injury are made or asserted, whether or not such claims are based upon the City/County alleged active or passive negligence or participation in the wrong or upon any breach of any statutory duty or obligation on the part of the City/County, the concessionaire will indemnify and save harmless the City and the County, their officers, agents, servants and employees from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage, or injury, including the assumption of any judgments against the City/County legal fees and disbursements that the City and the County, their officers, agents, servants, and employees may directly or indirectly sustain, suffer, or incur as a result thereof.

16. The concessionaire expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this license. Any such interference shall not relieve the concessionaire from any obligation hereunder.
17. The concessionaire assumes all risks in the operation of this license and agrees to comply with all Federal, State, and local laws and regulations and orders of the City affecting the licensed premises in regard to all matters, especially in the sale and storage of food, and beverages.
18. Should the concessionaire fail to comply with any of the provisions of this agreement, any Federal, State, County, or local law or any rule, regulation, or order of the City affecting the license or the licensed premises in regard to any and all matters, the City may request in writing, an order requiring the concessionaire to comply with such provision, law, rule, regulation, or order. In the event that the concessionaire fails to comply with such written order within 48 hours from the receipt of order thereof, this license shall immediately terminate as though it were the time provided for the termination thereof. If said failure to comply is corrected and a second or repeated violation of the same provision, law, rule regulation, or order follows thereafter, the City by notice in writing may revoke and terminate this license effective immediately.

19. Should the concessionaire be convicted of a crime, the City may terminate this license immediately by notice in writing. Should the City, in its sole judgment, decide that the concessionaire is not operating the license in a satisfactory manner; the City may terminate the license by notice in writing, effective immediately. In the event this license terminates as aforesaid, or for any reason whatsoever as elsewhere provided in this license, all rights of the concessionaire therein shall be forfeited without any claims for damages, compensation, refund of its investment.
20. In the event this license terminates and a balance is due the City, any property of the concessionaire within said license area will be held as collateral until all financial obligations have been fulfilled.
21. License fees shall be bid as indicated on the proposal form and will be due 15 days after the end of each month. Increases of sales above and beyond the minimum monthly fee are to be paid to the City as indicated on the proposal form. Certified documentation as to vending sales for the month must also be submitted within 15 days after the end of each month. If the fees and documentation are not received by this date, the City reserves the right to cancel this contract after not receiving two consecutive monthly licensing fees on time as specified. All fee payments shall be paid by the concessionaire to the Department of Public Works, City of Wilmington, unless changed by written notification.
22. Award of this contract for vending machine services will be to the bidder with the best references as determined by the City and the highest monthly licensing fee based on the following criteria:
 - (a) A narrative of relevant experience must be submitted for a minimum of five (5) current reference client names, their phone numbers, their locations, number of machines, and revenue. These are required as a minimum and must be provided with the bid proposal. References accounts are preferred from the State of Delaware, New Castle County location. Non-compliances with these requirements are grounds for rejection.
 - (b) All pages of the proposal form must be returned with all of the appropriate spaces filled in and it must be signed by the proper Company authority. Non-compliances with these requirements are grounds for rejection.
 - (c) Proposed product prices as well as brands for the vending service must be submitted with the bid schedule. The City may request samples of those items proposed for the vending machines that the City may not be familiar with.
 - (d) The level of vending service proposed will be a major consideration,

including the number and type of machines, their location and the frequency of service to be provided.

23. The City reserves the right to reject any and all bids, whichever is in the best interest of the City/County. In the event that all bids are rejected, the City further reserves the right to enter into negotiations with any and all concessionaires submitting bids. The submission of a bid will be taken to mean the acceptance of this and all other conditions stated in these specifications. Any incomplete bids will be rejected.
24. All bids are to be returned as required on pages IB1 and IB2 of this bid package. There will not be a pre-bid meeting relating to this bid. All bidders are to call the names below to inspect the current locations of vending machines. The winning bidder(s) should expect to begin their operation(s) on the date of contract or within 14 calendar days after request by the City to do so.
25. **Address of Site Locations and Contact Person**
 - A. City/County Building (locations on main floor up to 9th floor)
800 North French Street
Wilmington, DE 19801
Contact Person: Marlyn Dietz 302- 576-3077
 - B. Public Safety Building (one location as designated)
Fourth and Walnut Streets
Wilmington, DE 19801
Contact telephone number: Rich Stevenson 302-576-3940
 - C. Combined Parks and Public Works Operations Center (lunchroom only)
500 Wilmington Ave.
Wilmington, DE 19801
Contact Person: Sam Baise 302-576-3862
 - D. Public Works Motor Vehicle Repair Center (waiting room and lunch room)
1450 New York Ave.
Wilmington, DE 19801
Contact Person: Amy Masker 302-571-4174
26. It is the responsibility of each of the bidders to visit the prospective locations as listed in paragraph 25 above. The bidders are, at minimum, to review the current locations of the machines at their addresses, types of machines, size of machines, quantities of machines, and any other information necessary to properly bid this contract. Bidders are to contact building representatives as listed above to schedule a tour.

27. A customer-reimbursement-change bag shall be given to each of the building contact persons or their designate for the purposes (at minimum) of reimbursing malfunctions of the machines or reimbursement of customers due to out-of-date products. All machines are to be checked for date of products and availability of product a minimum of at least twice a week at every location. Non-compliance of this section is cause for cancellation of license agreement.
28. When a vendor is asked to remove their equipment, it shall be completed within one week after notification or the City will have the equipment removed at vendor's expense unless otherwise agreed to in writing.
29. Gross Sales for the past 6 months are as follows:

July, 2015	5,699.20
August , 2015	4,640.30
September,2015	4,057.60
October, 2015	5,629.35
November, 2015	4,182.90
December, 2015	<u>4,849.70</u>



February 22, 2016

Mr. Phil Ceresini
Purchasing Agent
City of Wilmington – Procurement Division
800 N. French Street, 5th Floor
Wilmington, DE 19801

Dear Phil,


We are pleased to submit our **Proposal for City Contract 17008PW – VENDING MACHINE SERVICE IN THE CITY / COUNTY BUILDING AND OTHER CITY BUILDINGS.**

Our proposal features a wide variety of snacks and beverages, healthier options, the latest model vending equipment, credit/debit payment options, and a competitive financial plan. Above all, RDS will provide you the level of service you expect and deserve!

We are excited about the possibility of earning your business and having you become part of the RDS family. We take pride in our commitment to customer service and we look forward to a long and mutually rewarding partnership.

Thank you for your consideration and please contact me with any questions.

Sincerely,


Greg Arbiz

V.P. of Business Development
RDS Vending Services
220 East Washington Street
Norristown, PA 19401
(610) 731-0100 x203
(215) 237-8306 (mobile)
greg.arbiz@rds vending.net



INTRODUCTION TO RDS

professional service at all levels

Dedicated

RDS is a full service vending company offering appealing solutions to meet the needs of your employees and visitors.

Established in 1989 and based in Norristown, PA, RDS services the government, transportation, healthcare, education, manufacturing, corporate, hotel, retail chain and correctional marketplaces throughout Southeastern Pennsylvania, Delaware and New Jersey.

RDS has enjoyed growth organically as well as through acquisition and remains one of the largest independently owned vending companies in the greater Delaware Valley. We currently operate a fleet of 34 route delivery and 7 maintenance vehicles serving over 1000 customer locations.

We are committed to promoting "health in the workplace". We work closely with our supplier network to ensure our offerings include the latest healthy snack and beverage options. RDS has the resources to provide our customers with the latest models of vending equipment and technology available.

FINANCIAL PROPOSAL



Price & Commission Plan

Cold Beverages

	<u>Price</u>
Bottled Water – 20 oz.	1.25
Bottled Soda – 20 oz.	1.50
Snapple, Gatorade – 20 oz.	1.75
Bottled Juice – 14 - 15.2 oz.	1.75
Energy Drinks – 16 oz.	2.50

Hot Beverages

Coffee, Tea & Hot Cocoa -12 oz.	1.00
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Commission Plan

RDS is pleased to offer the City of Wilmington a monthly commission guarantee of \$1,253.00, or 25% of gross sales, whichever greater.

Snacks

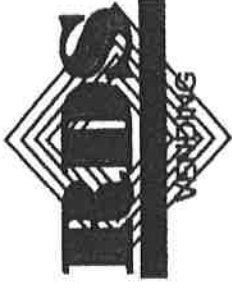
	<u>Price</u>
Gum & Mints	.75
Bag Snacks (Reg./Large)	.75 / 1.00
Candy (Reg./King)	1.25 / 1.50
Bag Cookies, Pop-Tarts	1.25
Premium Pastry	1.50



REFERENCES

- Murphy Marine Services at The Port of Wilmington – 1 Hausel Road, Wilmington
Contact: Dennis Monaghan, C.F.O. (302) 571-4700
Annual Sales: \$45,000 Number of Machines: 11
- Widener University School of Law – 4601 Concord Pike, Wilmington
Contact: Gil Landau, Director of Campus Services (302) 250-2205
Annual Sales: \$30,000 Number of Machines: 10
- Wilmington Central YMCA – 501 W. 11th Street, Wilmington
Contact: Jimea Redden (302) 778-9011
Annual Sales: \$30,000 Number of Machines: 8
- Boscov's - Wilmington & Christiana Stores
Contact: Steve Bonner, Corporate Food Service Director (610) 370-3718
Annual Sales: \$50,000 Number of Machines: 10
- T.J. Maxx, Marshalls, HomeGoods, Sears – Wilmington, New Castle, Newark
Contact: Bruce Lipkin, Universal Vending Management (800) 553-0053 x103
Annual Sales: \$50,000 Number of Machines: 15

SERVICE PLAN



RDS route service personnel will be available seven days per week to restock machines as needed.

All machines will be inspected at least twice per week at every location to maintain a wide variety and quantity of fresh products.

With each scheduled service, each machine is filled, cleaned and monies are collected.

Any item with a date that will expire before the next scheduled service date, must be removed and returned to RDS for accountability purposes.

Once all items and dates are checked for compliance, the route personnel can then replenish the machine.

Sanitation by RDS route service personnel includes cleaning the machine fronts and glass, as well as the product delivery areas.

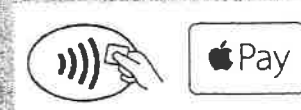
COMMITTED TO EXCELLENCE

Vending Service you can count on!



Enhanced Services

- RDS provides the latest "up-to-date" equipment in the industry
- Sure Vend guaranteed product delivery
- Healthy snack and beverage options
- Refund systems to best accommodate our customers
- Credit/Debit Card Readers
- Energy efficient equipment

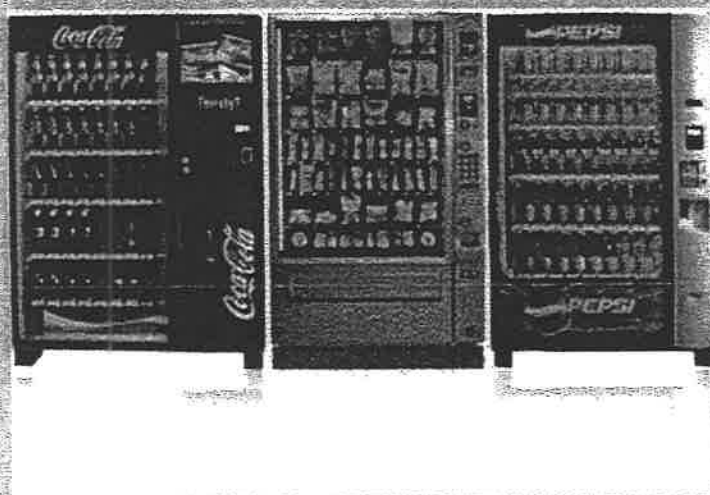


WE UTILIZE STATE OF THE ART EQUIPMENT

fully customized to satisfy your employees



Quality & Dependability



Glassfront Snack Merchandiser - Offers from 35 to 50 selections of snacks, pastries, cookies, candy, gum & mints. Can accommodate regular, king size and larger single serve products.

Glassfront Beverage Merchandiser - Cold beverage merchandiser specializing in a variety of popular carbonated and noncarbonated beverages.

Hot Beverage Center - Gourmet coffee, tea, hot chocolate, cappuccino, espresso, latte and flavored coffees. This machine features two different cup sizes and a "mug sensor".

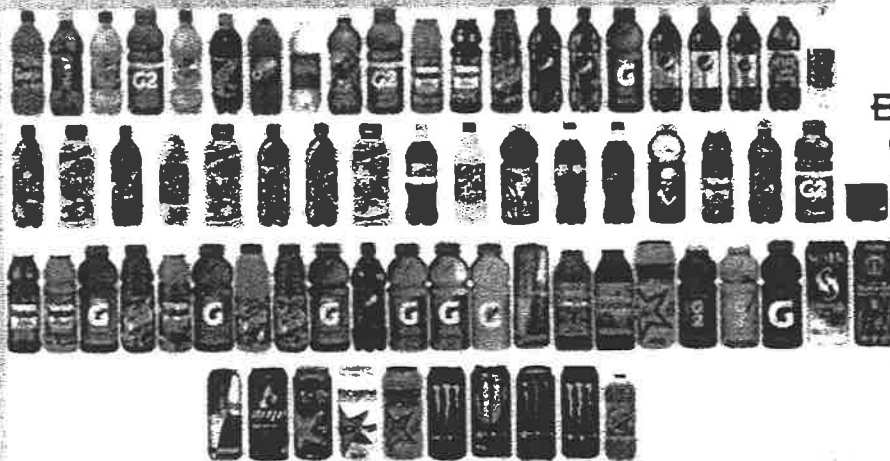
ALL NATIONAL BRAND PRODUCTS



Selections

Variety

Having it your way is not an issue at RDS Vending. We carry all the leading brands of products and actively solicit your input on what selections will work best in your account.



HEALTHY SNACK OPTIONS

Better-For-You Product Selections:



Healthier Alternatives

- Baked Ruffles
- Baked Cheetos
- Baked Doritos
- Pepperidge Farm Baked Naturals
- Quaker Mini Rice Cakes
- Stacy Pita Chips Naked
- Stacy Pita Chips Cinnamon Sugar
- Blue Corn Tortilla Chips
- Multigrain Tortilla Chips
- Pop Chips-Variety
- Pirate's Booty
- 100 Calorie Oreos
- Sun Maid Oatmeal Raisin Cookies
- Cliff Bars – Choc. Chip, Oatmeal, PB
- Zoo Crackers
- Fiber Bars-Variety
- Baked Lays-Variety
- Veggie Chips
- Sun Chips-Variety
- Vegetable Wheat Thins
- Oat & Honey Granola
- Special K Strawberry Crisp
- Blue Berry Fig Bar
- Kellogg's Nutrigrain
- Pretzels-Variety
- Smart Food Popcorn
- Unsalted Trail Mix
- Unsalted Energy Mix
- Yogurt & Unsalted Nut Mix
- Sunflower Kernels
- Terra Veggie Chips-Variety
- Welch's Fruit Snacks
- Baked Natural Cheese Crisps
- Garden Chips-Variety

SERVICE & MAINTENANCE

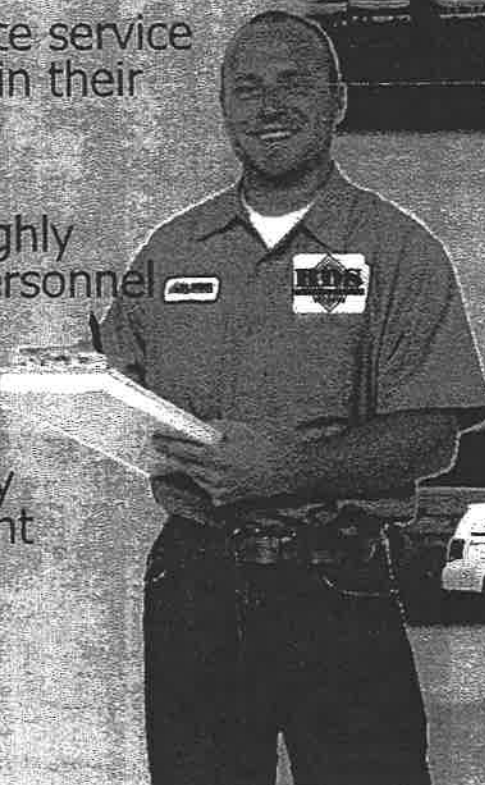
best in the business



RDS Service Commitment

Service

- Most service calls are handled within two hours of call
- Friendly and courteous route service employees who take pride in their work and customers
- Friendly, courteous, and highly trained technical service personnel
- Monitored service calls and account upgrade programs that always has your facility outfitted with the equipment that best suits your needs.



PROPOSAL FORM

Contract: 17008PW

Date: 2/22/2016

As consideration for the license to operate the concession described herein, I propose:

A. Vending Machines

- (1) Location "A" City/County Building:

The following assortment of vending machines:

3 snack machines
5 soda machines
1 juice machines
1 Optional other (describe) *BILL CHANGER \$1, \$5, \$10, \$20*

- (2) Location "B" Public Safety Bld.

The following assortment of vending machines:

☒ snack machine
☐ sandwich machine
☒ soda machine
☐ juice machine
☒ coffee/soup machine
☐ ice cream machine
☒ Optional other BILL CHANGER \$1, \$5, \$10, \$20

- (3) Location "C" Combined Parks Public Works Operations Center:

The following assortment of vending machines:

☐ snack machine
☐ soda machine
☐ juice machine
☐ Sandwich Machine
☐ Coffee/Hot Chocolate machine
☐ Optional other Bill Clinton \$1, \$5, \$10, \$20

- (4) Location "D" Public Works Motor Vehicle Repair Shop:

The following assortment of vending machines:

/ snack machine
 / soda machine
 Optional other (describe) _____

PROPOSAL FORM

Contract: 17008PW

Date: 2/22/2016

I/We propose a standard minimum monthly fee of \$ 1,253.00 or 25% percentage of gross sales, whichever is higher. The fee will be paid to the City each and every month as specified on page 6, paragraph 21. Bidders proposing a higher minimum monthly fee will be considered more favorably above others but this will not be the only criteria for award. Previous experience, pricing of machine goods, financial projections, references, and quality of machines and foodstuffs will also be considerations.

Our City of Wilmington Business License is No. _____

FIRM: RDS VENDING, LLC
Corporation, Partnership, or Individual

Greg Arbiz
Signature

Greg Arbiz
Name Typed or Printed

TITLE: V.P. of Business Development

ADDRESS: 220 EAST WASHINGTON STREET
NORRISTOWN, PA 19401

PHONE: (610) 731-0100 x203

FED ID # 23-3075070

FAX # (610) 731-0014

EMAIL ADDRESS: greg.arbiz@rds vending.net

FEDERAL ID NO.: 23-3075070



DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE DIVISION

MEMORANDUM

TO: John D'Amelio
Acting Manager
Division of Procurement and Records

FROM: Marlyn Dietz *MD*
Operations Director
Public Works Department

DATE: 30 March 2016

Re: Contract 17008PW –Vending Machine Service (City Owned Facilities)
Recommendation of Award

We have reviewed the proposals for the subject specification and tabulate them as follows:

<u>Bidder</u>	<u>Grand Total</u>
RDS Vending, LLC.	\$ 1253.00 or 25%
Compass Group USA, Inc.	\$ 745.00 or 18.5%

Our recommendation is to award this contract to the apparent bidder proposing the greater monthly fee and/or the highest percentage of gross sales, RDS Vending, LLC, for the amount shown above. We have reviewed their response to the RFP for Contract 17008PW and they appear to meet the specification.

APPROVED:

Jeffrey Starkey
For Jeffrey Starkey
COMMISSIONER OF PUBLIC WORKS

cc: Vince Carroccia
Phil Ceresini
Jennifer Malcolm



CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 17008PW is on this 1st day of April, 2016 awarded to RDS Vending, LLC., in the proposed income to the City of \$1,253.00 or 25% per Proposal dated 2/22/16 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 2/4/16.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 2/4/16 stated that bids would be opened at 5:00 p. m. on 2/23/16
3. All proposals were received at the close of business in the office of the Department of Finance, Division of Procurement and Records, at 5:00 p.m. on 2/23/16. Department not represented
4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	%Proposed or Monthly Cost
1 RDS Vending LLC	Norristown, PA	2.23.16	\$1,253.00 or 25%
2 Canteen/Compass Group USA, Inc	Hanover, MD	2.23.16	\$745.00 or 18.5%

5. City License Number _____

6. Upon recommendation of Commissioner of Public Works Department and after due consideration, I determined that the contractor to whom this award is made was the highest most responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
<u>Jeffrey Starkey</u>	<u>Commissioner of Public Works Department</u>	<u>3/30/16</u>
<u>Marlyn Dietz</u>	<u>Operations Director</u>	<u>3/30/16</u>

Approved as to Form

First Assistant City Solicitor

Department of Finance, Division of Procurement

CONTRACT

THIS AGREEMENT, made the 14th day of April in the year Two Thousand Sixteen by and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the "Owner"), and RDS Vending, LLC, party of the second part (hereinafter designated the "Contractor")

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article: 1. The Contractor shall and will furnish and deliver per specifications, on Professional Service contract 17008PW "Vending Machine Services for City Building" for the Department of Public Works in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 2/4/2016 and specifications identified as Contract No. 17008PW and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

For the avoidance of uncertainty or doubt, however, and notwithstanding anything otherwise to the contrary contained in any of the foregoing documents, the parties acknowledge and agree that each part shall indemnify, defend, and hold the other party harmless from all claims and liabilities to the extent that such claims and liabilities are caused by the acts or omissions of such party, its employees, agents, or representatives and except to the extent that such claims and liabilities are caused by the acts or omission of the other party, its employees, agents, or representatives.

Article: 2. It is understood and agreed by and between the parties hereto that the guaranteed income from Contractor to Owner will be One Thousand Two Hundred Fifty Three Dollars or 25% - The greater of the monthly fee or the percentage of gross sales, per month of this Contract as per the Proposal dated 2/22/2016 to the Department of Finance, Division of Procurement and Records. This contract will run for one (1) year from July 1, 2016 until June 30, 2017. The City maintains the option to extend this contract for three (3) additional one year period(s) beyond the original term.

Article: 3. In the performance of this Contract, the Contractor shall not discriminate or permit discrimination against any person because of his race, color, religion or his national origin.

Article: 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works Department**, caused the hand of **Dennis P. Williams**, the Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its President, (or authorized representative) and its corporate seal, attested to by the secretary or assistant secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:

W. H. Kaper
Witness

THE CITY OF WILMINGTON

By: Dennis P. Williams
Dennis P. Williams, Mayor

ATTEST:

City Clerk

RDS Vending, LLC

Witness

By: [Signature]
President (Seal)

ATTEST:

[Signature]
Secretary

Approved as to Form on this _____

Day of _____, 2016

First Assistant City Solicitor