



*Gaithersburg*  
A CHARACTER COUNTS! CITY

# City of Gaithersburg

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31 South Summit Avenue  
Gaithersburg, Maryland 20877

## INFORMAL REQUEST FOR PROPOSALS

**No. 2015-FAC-002**

### Vending Services

**Solicitation Issued:** October 23, 2014

**Proposal Submissions Due:** November 24, 2014      **Time:** 10:00 AM

**Submissions Received By:** Ron Kaczmarek  
Facilities & Capital Projects Division Chief  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

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**MAYOR**  
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Cathy Drzyzgula  
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Michael Sesma  
Ryan Spiegel

**CITY MANAGER**  
Tony Tomasello

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## SECTION 1: Definitions

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**City:** “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

**City’s Website:** “City’s Website” means <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

**Closing Deadline:** “Closing Deadline” means the date and time in which all Proposals shall be received by the City.

**Contract:** “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

**Contractor:** “Contractor” means the Offeror awarded the Contract.

**Contract Administrator:** “Contract Administrator” means the City employee responsible for the management of the Contract.

**Offeror:** “Offeror” means any Person submitting a Proposal in response to this Solicitation.

**Person:** “Person” means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized at law.

**Proposal:** “Proposal” means the binding offer submitted to the City by an Offeror in response to this Solicitation, which includes both the Technical Proposal and Cost Proposal, and any and all required documents thereof.

**Services:** “Services” means either supplies, time, and/or expertise instead of a good (tangible product) that is provided by the Contractor.

**Solicitation:** “Solicitation” means this Informal Request for Proposals, which is not subject to the requirements of a formal solicitation process.

**Solicitation Documents:** “Solicitation Documents” means this Solicitation and any and all documents issued and/or used by the City to solicit Proposals, including but not limited to: addendums, amendments, forms and specifications.

~ END OF SECTION 1 ~

## **SECTION 2: Introduction and Notices to Offerors**

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### **2.1. INTRODUCTION**

The City is seeking interested parties, who would assume the responsibility for providing, operating and maintaining the mechanical food and beverage vending machines at each of the specified City locations for a period of five (5) years, based on present assumptions.

### **2.2. CITY'S LIABILITY**

- A. This is a Solicitation only, not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation or for any meetings or travel costs related to such response.
- B. The City reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Offeror until a contract is executed for the Services described herein.

### **2.3. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

- A. The City is the sole entity with the authority to issue and distribute Solicitation Documents. Any and all Solicitation Documents obtained from any source other than the City be incomplete and/or incorrect.
- B. The City assumes no responsibility for any error, omission and/or misinterpretation resulting from the reliance and/or use of Solicitation Documents not issued and distributed by the City. Any and all Solicitation Documents shall be posted on the City's Website.

### **2.4. ACCEPTANCE**

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the conditions, requirements, specifications and conditions specified herein.

### **2.5. RESTRICTED DISCUSSIONS**

Offerors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Offeror who is in violation of this provision.

### **2.6. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS**

#### **A. Bidding Requirements**

The Offeror must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### **B. Contract Requirements**

To enter into a contract with the City, the Offeror must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

**2.7. ADA REQUIREMENTS**

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager at 301-258-6320.

**~ END OF SECTION 2 ~**

## **SECTION 3: Solicitation Schedule and Proposal Instructions**

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### **3.1. SOLICITATION SCHEDULE**

Below is the tentative schedule of events for this Solicitation. The City reserves the right to modify this schedule at any time as best may serve the interests of the City; any and all modifications will be communicated by addendum or amendment as specified herein. All times are according to Eastern Daylight Time (EDT). An event, date and/or time that is not applicable to this Solicitation shall be noted as such.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>A. Solicitation Issued:</b>	October 23, 2014	N/A
<b>B. Mandatory Pre-Solicitation Meeting:</b>	November 6, 2014	At 1:30 p.m.
↳ <b><u>Location</u></b> Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878		
<b>C. Offeror Questions Due:</b>	November 12, 2014	By 10:00 a.m.
<b>D. City's Answers to Questions Issued:</b>	November 17, 2014	N/A
<b>E. Closing Deadline:</b>	November 24, 2014	By 10:00 a.m.
↳ <b><u>Submitted To</u></b> Ron Kaczmarek, Facilities & Capital Projects Division Chief Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878		

### **3.2. MANDATORY PRE-SOLICITATION MEETING**

Attendance of the Pre-Solicitation Meeting for this Solicitation is mandatory. The purpose of the meeting is to provide a method for all Offerors to become familiar with the Services and any and all conditions and/or specifications which may, in any manner, affect the Services. The submission of a Proposal by any Offeror shall be taken as prima facie evidence that the Offeror has familiarized themselves with the nature and extent of the Services to be provided.

### **3.3. SOLICITATION QUESTIONS AND ANSWERS**

The failure by the Offeror to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Offeror of all the terms, conditions and requirements set forth in this Solicitation.

#### **A. Submission of Questions**

Any and All questions regarding this Solicitation shall be submitted: (i) in writing to Ron Kaczmarek, Facilities & Capital Projects Division Chief; (ii) by the date and time specified in Section 3.1 (Solicitation Schedule) Event C (Offeror Questions Due) of this Solicitation; and (iii) by the following methods:

↳ By Email  
rkaczmarek@gaitthersburgmd.gov

↳ By Mail  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

**B. Answers to Questions**

The City's answers to Offeror questions, if any are submitted, will be posted by addendum on the City's Website on the date specified in Section 3.1 (Solicitation Schedule) Event D (City's Answers to Questions Issued) of this Solicitation.

**3.4. PROPOSAL SUBMISSION INSTRUCTIONS**

A. Proposals shall be submitted by the date and time and to the person and location specified in Section 3.1 (Solicitation Schedule) Event E (Closing Deadline) of this Solicitation.

B. Proposals shall be submitted in one (1) sealed envelope or box as follows:

I. Said envelope or box must be clearly labeled as follows:

- ↳ RFP No. 2015-FAC-002
- ↳ Vending Machine Services

II. Said envelope or box must contain the following nested envelopes:

- ↳ One (1) sealed envelope clearly labeled *Part A. Technical Proposal*, which shall contain: three (3) paper original copies of the Technical Proposal; and
- ↳ One (1) sealed envelope clearly labeled *Part B. Commission Percentage Proposal*, which shall contain: Three (3) paper original copies of the Cost Proposal; and
- ↳ One (1) sealed envelope clearly labeled *Electronic Proposal*, which shall contain: one (1) electronic copy, on a CD or Flash Drive, of both the Technical Proposal and Cost Proposal.

C. Proposals submitted via facsimile or e-mail is strictly prohibited and proposals submitted as such shall be rejected without consideration. The City assumes no responsibility for delays or errors in delivery; postmarking by the due date shall not substitute for actual receipt. Proposals submitted not in compliance with any of the above provisions shall be rejected as non-responsive.

**~ END OF SECTION 3 ~**

## **SECTION 4: General Terms and Conditions**

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### **4.1. HEADINGS**

Any and all of the headings with respect to any and all of the sections, subsections and/or paragraphs contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the Solicitation Documents.

### **4.2. ACCEPTANCE AND REJECTION OF PROPOSALS**

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

### **4.3. ACCURATE INFORMATION**

The Offeror certifies that all information provided, or to be provided, to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror.

### **4.4. ADDENDUMS AND AMENDMENTS**

In the event any addendums and/or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in any such addendums and/or amendments. Verbal or written statements and/or answers to questions not posted on the City's Website relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Offeror to inquire about and obtain any addendum(s) and/or amendment(s) issued; any and all addendum(s) and/or amendment(s) will be posted on the City's Website.

### **4.5. BINDING PROPOSAL**

All Proposals shall remain binding for one-hundred eighty (180) calendar days following the Closing Deadline of this Solicitation; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended for an additional one-hundred eighty (180) calendar days. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City of the Offeror's intent to withdraw its Proposal. Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one-hundred eighty (180) calendar days' period.

### **4.6. CONFIDENTIALITY**

- A. The City agrees, to the extent permitted by law and in accordance with the terms and conditions set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material which the Offeror deems to be a trade secret or other confidential information and/or material. Written notification

shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.

- B. The Offeror agrees to hold all information and materials belonging to the City or its agents in strictest confidence and not to release, disclose, or make use thereof other than for the performance of its obligations under the Contract.

**4.7. CONTRACT AWARD**

- A. It is the intent of the City to award the Contract to one (1) Offeror; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Offerors in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' notice of award, the City may withdraw the tentative award and award to the Offeror with the next highest rated Proposal.
- B. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

**4.8. SOLICITATION DOCUMENTS**

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with all of the Solicitation Documents. If doubt exists as to the meaning or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning or intent in accordance with the provisions for herein. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations hereunder. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands the Services under this Solicitation and the Contract.

**4.9. ERRORS IN PROPOSALS**

Obvious error(s) in calculations in any Proposal may not be corrected without the prior consent of the City and in the City's sole discretion, and may be cause to reject the Proposal.

**4.10. INTEREST IN MORE THAN ONE BID AND COLLUSION**

Multiple Proposals submitted in response to this Solicitation by the Offeror under the same or different names shall be rejected and be removed from consideration. Reasonable grounds for believing that the Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest.

Any or all Proposals may be rejected if reasonable cause exists for believing that collusion exists among Offerors. Proposals rejected under any of these provisions shall disqualify the submitting Offeror from responding to a reissuance of this Solicitation.

**4.11. LATE PROPOSALS**

It is the responsibility of the Offeror to ensure the delivery of its Proposal to the designated location by the Closing Deadline specified in this Solicitation. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Closing Deadline shall not substitute for actual receipt. Proposals delivered late or to any location

other than the designated location shall be rejected as non-responsive and removed from consideration.

**4.12. MODIFICATIONS TO PROPOSALS**

The Offeror may only modify its Proposal in accordance with and subject to the following:

- A. The City shall consider the modified Proposal as an entirely new Proposal which will replace the original Proposal; the original Proposal shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal."

**4.13. OPTIONAL GOODS AND/OR SERVICES**

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and may negotiate the price of such goods and/or services with the successful Offeror or with another Offeror, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Offeror unless otherwise stated.

**4.14. OPTION TO EXTEND THE CONTRACT**

The City may require continued performance of any of the Services under the Contract in accordance with the terms and conditions of, and at the rates specified in, the Contract, as follows:

- A. Rates may be adjusted only as a result of revisions to applicable minimum wage and/or prevailing wage rates.
- B. The City may extend the term of the Contract by written notice to the Contractor at least 60 days prior to the termination date of the Contract, unless a shorter notice period is mutually agreed to by the City and Contractor.
- C. If the City exercises this option, the extended Contract shall include this option clause.
- D. The total duration of the option to extend the Contract shall not exceed six (6) months.

**4.15. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation.

Protests of alleged improprieties in this Solicitation shall be filed before the Closing Deadline for this Solicitation.

Any written protest shall include, at a minimum, the following:

- A. The name, address, telephone number, and if available, email address of the protestor;
- B. The Solicitation number;
- C. A detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protestor; and
- D. All copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**4.16. USE OF BROKER**

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this provision, the City shall have the right: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to, in its sole discretion, deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**4.17. ACCOUNTING SYSTEM AND AUDIT**

- A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract.
- B. In addition, the Contractor acknowledges and agrees to the following:
  - I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract;
  - II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; and (ii) shall grant the City access to these records at all reasonable times during the Contract term and for a period of five (5) years thereafter, and to make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same
  - III. The Contractor shall include a similar provision in any and all subcontracts.

**4.18. ASSIGNMENT OF THE CONTRACT**

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose

of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

**4.19. CHANGES IN SERVICES**

The City, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

**4.20. CONTRACT DISPUTES**

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee ("City Manager").
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

**4.21. DISSEMINATION OF DATA**

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

**4.22. ETHICS LAWS AND REQUIREMENTS**

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's [ethics law](#).

**4.23. GOVERNING LAW**

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

**4.24. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**4.25. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

**4.26. INDEPENDENT CONTRACTOR STATUS/PERSONNEL**

The Contractor recognizes and agrees that: (i) it shall act as an independent contractor to the City; (ii) the Contract shall not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the City and the Contractor; (iii) neither the City or the Contractor shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

The Contractor further acknowledges and agrees that if it shall be necessary to hire or subcontract with competent professional personnel to fulfill its obligations under the Contract, it shall do so at its own expense.

**4.27. INSPECTION, ACCEPTANCE AND TITLE**

Inspection and acceptance shall be destination unless otherwise provided in writing by the City. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Contractor until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return such materials at the sole expense of the Contractor.

**4.28. LAWS AND REGULATIONS**

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

**4.29. NON-DISCRIMINATION REQUIREMENTS**

A. During the term of the Contract, the Contractor shall:

- I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such

investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

**4.30. PATENTS**

Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor must secure, before using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

**4.31. PAYMENT TERMS, TAXES AND INVOICES**

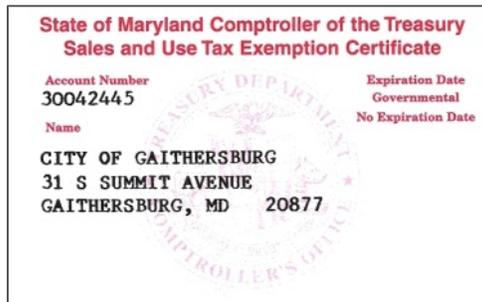
The City shall only pay original proper invoices issued in accordance with the following:

**A. Payment Terms**

The City’s standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

**B. Taxes**

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City’s Sales and Use Tax Exemption Certificate is provided below.



**C. Invoices**

Original invoices shall include at a minimum, the Contractor’s name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to:

City of Gaithersburg  
Accounts Payable Division  
31 South Summit Avenue  
Gaithersburg, Maryland 20877

#### **4.32. RECORDS**

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.
- B. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- C. The Contractor shall include similar provisions in all subcontracts.

#### **4.33. TERMINATION**

##### **A. Termination for Cause**

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

##### **B. Termination for Convenience**

The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

**C. Termination for Non-Appropriation of Funds**

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 4 ~

## **SECTION 5: Special Terms and Conditions**

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### **5.1. INSURANCE**

- A. The Contractor, and any and all subcontractors hired by the Contractor to provide the Services under the Contract, shall be responsible for obtaining and maintaining in force, at its expense, policies of insurance with minimum limits as follows:
  - I. Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000); and
  - II. Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000); and
  - III. Workers' Compensation Insurance with a minimum limit of One Million Dollars (\$1,000,000).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a copy of a certificate of insurance evidencing the above policies and naming the City as additional insured with respect to the Commercial General Liability Insurance only.

**~ END OF SECTION 5 ~**

## **SECTION 6: Scope of Work**

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### **6.1. GENERAL INFORMATION/INTNET**

The City is soliciting Proposals for a person or firm to provide, install, operate, and maintain mechanical food and beverage concession operations for both City employees and the general public. Concession locations and current vending configurations are listed below. The Offeror shall propose replacement configurations for machines currently in place to provide a variety of healthy snacks and beverages.

Healthy foods are defined as and shall be those products that meet “Fit Pick” requirements of the National Automatic Merchandising Association (NAMA).

The City reserves the right to request changes in products offered. The Contractor shall endeavor to accommodate such request by the City or provide justification for rejection. All product change requests shall be subject to prior agreement and approval by the City.

### **6.2. EQUIPMENT REQUIREMENTS**

It will be the responsibility of the Contractor to make the necessary site visits to determine available space for installation, available utility connections and proposed arrangement, capacity, variety and product mix of vending machines. The Contractor shall provide new or like new vending equipment approved or recognized by the National Sanitation Foundation, the NAMA, or a recognized State or local health department or testing laboratory. Equipment that is not located in an air-conditioned environment must be refrigerated so items will maintain freshness. All machines will need to be identified with a serial number.

All vending equipment must have the ability to accept one-dollar bills, various coins and to dispense change for any vended product in U.S. currency only, and have debit or credit card vending options. The Bidder shall specify details of payment acceptance as part of their bid response.

### **6.3. DELIVERY & INSTALLATION**

Equipment shall be delivered, installed and operational at all locations within a period of fifteen (15) calendar days following the effective date of the Contract. Equipment shall be installed so as to present an attractive, flush-front, and uniform configuration. Equipment shall be secured to provide for safe, secure operation and to prevent shaking, tipping, shifting or moving of said machines, individually or collectively. All delivery and installation costs shall be the responsibility of the Contractor.

### **6.4. MAINTENANCE, REPAIRS & SCHEDULING**

- A. The City shall expect prompt service from the Contractor in response to equipment that is not operational; vending problems related to lost monies, equipment failure or product complaints. Service calls shall be responded to within twenty-four (24) hours from the City’s notification to the Contractor. If equipment repairs cannot be made on site, and downtime is determined by the City to be excessive, the Contractor will be required to replace the equipment with another unit until such time as repairs can be completed.

- B. Lost, stolen, or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City.
- C. The Contractor agrees to provide and maintain an adequate supply of merchandise for dispensing in the equipment provided. The Contractor shall be responsible to provide an adequate routing schedule to insure that merchandise is fresh, continuously available and equipment is properly functioning. Routing schedule will be on a regular scheduled basis set up by the Contractor and the City. Notification should be given to the City if the set up schedule is going to change.

**6.5. MONTHLY PAYMENTS, DEFAULT IN PAYMENTS, REFUNDS**

- A. Upon award of Contract, the Contractor shall adhere to the remittance procedure below. Monthly vending reports and commission checks, made payable to the City of Gaithersburg, Maryland, shall be addressed to the attention of the Contract Administrator and mailed to the Department of Public Works at 800 Rabbitt Road, Gaithersburg MD 20878. Reports and commission checks shall be received no more than fifteen (15) days after the end of a monthly cycle. The monthly statement shall include the following:
  - I. Machine number and description (beverage, snack, etc.)
  - II. Machine location (address)
  - III. Starting and ending machine counter numbers
  - IV. Total units sold monthly
  - V. Gross sales
  - VI. Applicable Sales Taxes to be paid by the Contractor
  - VII. Amount due to the City

Losses of cash as a result of vandalism, etc., shall not be deducted from commissions to be paid to the City.

- B. Upon termination of the Contract, the Contractor shall provide the City with a full and complete sales report. This report shall state by commodity and location, the complete numbers of units sold, gross profits and funds paid to the City.
- C. In the event the Contractor fails to pay the monthly fee by the due date, there shall be an additional charge of \$50.00 payable to the City for such late payment. If the payment and any accumulated late fees are not received within thirty (30) days after the due date, the City may take the necessary steps to terminate the Contract.
- D. The Contractor shall, upon request, provide the Contract Administrator with funds to allow immediate reimbursement to vending customers for lost monies related to equipment malfunction or product complaint. These "funds" shall be accompanied by a dated and signed receipt. The final procedure for such shall be subject to agreement and approval by the City.

**6.6. OTHER CONTRACTOR REQUIREMENTS & RESPONSIBILITIES**

- A. The Contractor shall Provide all necessary labor and supervision to accomplish the tasks detailed herein. Contractor’s personnel shall be adequately trained, present a professional appearance and be readily identified by uniform or identification badge as an employee of the Contractor while on City property.
- B. The Contractor shall work with the Contract Administrator to determine the need for area signage and, if required, provide such signage without cost to the City. Contractor should present plans for merchandising or marketing promotions and secure prior approval before implementation of any such activities. No signs, advertising or promotions shall be initiated by the Contractor without prior approval by the Contract Administrator.
- C. The Contractor shall be responsible for the removal of all empty cartons, defective and spoiled products from the vending area to a waste disposal area designated by the City. The Contractor shall also be responsible for vermin and pest control in and around its vending equipment. The Contractor shall keep all vending machinery clean, both inside and outside. Machines should be wiped down and sanitized on each visit and a thorough cleaning done not less than once per month.
- D. The Contractor shall be responsible for the removal of their equipment within five (5) business days after Contract termination, or it will be considered abandoned property and disposed of by the City.
- E. The Contractor shall, at its expense, be responsible for the removal and reinstallation of machines within 48 hours of request of the City due to unforeseen circumstances (Electricity outage, unscheduled maintenance or repair, etc.)
- F. The Police Station location identified within this Solicitation is involved with daily police activities and as such; they must maintain a high level of security. Prior to the commencement of any Services under the Contract, the Contractor shall provide a list of all employees they intend to employ at the Police Station location.

**6.7. CITY OF GAITHERSBURG RESPONSIBILITIES**

- A. Vending area space.
- B. Standard electrical connections of 110 volt, 20-30 amps for each machine. The Offeror shall include in their Proposal any electrical requirements in excess of this standard.
- C. Janitorial service to maintain common areas.

**6.8. MERCHANDISE PRICING**

Item Selling Price Not to Exceed:

- ➔ Juice & Beverages – \$2.00 per bottle/can/cartoon

- Water (Plain & Flavored) – \$1.00 per bottle
- Snacks, chips, granola bars, crisps, cookies, etc. – \$2.00 per item
- Microwave popcorn – \$0.75 per item
- Hot Beverages – \$1.00 per item
- Frozen Food/Microwaveable meals – \$3.00 per item
- Fresh Items – \$3.00 per item
- Frozen Yogurts/Desserts – \$1.50 per item

**6.9. CURRENT EQUIPMENT LOCATIONS, QUANTITIES & CONFIGURATIONS**

**A. Gaithersburg Activity Center @ Bohrer Park**

506 S. Frederick Avenue, Gaithersburg, MD 20877

I. Lobby Area

- Three (3) cold canned beverage machine (Must include a water, juice and sports drink option)
- One (1) full view window snack machine (50% of items must be of a healthy, low sugar or low fat alternative)

II. Office Area Kitchen

One (1) cold canned beverage machine (12 oz.) (Must include a water, juice and sports drink option)

**B. Water Park @ Bohrer Park**

512 South Frederick Avenue, Gaithersburg, MD 20877

I. Swim Areas

Three (3) cold canned beverage machine (Must include a water, juice and sports drink option)

**C. Gaithersburg City Hall**

31 South Summit Avenue, Gaithersburg, MD 20877

I. Basement

- One (1) cold canned beverage machine (Must include a water, juice and sports drink option)
- One (1) full view window snack machine (50% of items must be of a healthy, low sugar or low fat alternative)

**D. Gaithersburg Police Station**

14 Fulks Corner Avenue, Gaithersburg, MD 20877

I. Kitchen Area

- One (1) cold canned beverage machine (Must include a water, juice and sports drink option)

- One (1) full view window snack machine (50% of items must be of a healthy, low sugar or low fat alternative)

**E. Gaithersburg Public Works**

800 Rabbitt Road, Gaithersburg, MD 20878

I. Public Works Employee Break Area

- One (1) cold canned beverage machine (Must include a water, juice and sports drink option)
- One (1) full view window snack machine (50% of items must be of a healthy, low sugar or low fat alternative)

**F. Gaithersburg Skate Park**

510 South Frederick Avenue, Gaithersburg, MD 20877

I. Skate Park Vending Area

One (1) cold canned beverage machine (Must include a water, juice and sports drink option)

II. Skate Park

One (1) cold canned beverage machine (Must include a water, juice and sports drink option)

**G. Gaithersburg Aquatic Center**

2 Teachers Way, Gaithersburg, MD 20877

I. Hallway

One (1) cold canned beverage machine (Must include a water, juice and sports drink option)

**H. Olde Towne Youth Center**

301 Teachers Way, Gaithersburg, MD 20877

I. Vending Area

- One (1) cold canned beverage machine (Must include a water, juice and sports drink option)
- One (1) full view window snack machine (50% of items must be of a healthy, low sugar or low fat alternative)

**I. Robertson Park Youth Center**

801 Rabbitt Road, Gaithersburg, MD 20878

I. Vending Area

- One (1) cold canned beverage machine (Must include a water, juice and sports drink option)
- One (1) full view window snack machine (50% of items must be of a healthy, low sugar or low fat alternative)

**J. Casey Community Center**

810 South Frederick Avenue, Gaithersburg, MD 20877

**I. CC Pass thru between Room A & Hall**

- One (1) cold canned beverage machine (Must include a water, juice and sports drink option)
- One (1) full view window snack machine (50% of items must be of a healthy, low sugar or low fat alternative)

**6.10. POPULATION AND HOURS OF OPERATION FOR FACILITIES**

- A. Gaithersburg Activity Center @ Bohrer Park** – An average of 2,500 visitors and staff weekly. Open Monday through Friday 6:00 am to 10:00 pm; Saturday and Sunday from 8:00 am to 5:00 pm.
- B. Water Park @ Bohrer Park** – An average of 6,000 weekly visitors and staff. Open seasonally from Memorial Day to Labor Day from 11:00 am to 7:00 pm seven (7) days a week.
- C. Gaithersburg City Hall** – An average of 75 employees plus visitors work in City Hall on a given day. Hours of operation are Monday through Friday from 7:00 am to 5:00 pm.
- D. Gaithersburg Police Station** – Approximately 75 personnel provide police services 24/7; however administrative functions are from 8:00am to 9:00 pm seven (7) days a week.
- E. Gaithersburg Public Works** – This facility is open Monday through Friday from 6:30 am to 4:00 pm. On average of 92 personnel work for this department with most being present between 7:00 am to 7:30 am and from 2:00 pm to 3:00 pm.
- F. Gaithersburg Skate Park** – An average of 150 visitors weekly. Hours of operation are seasonal from end of March through the end of September Monday thru Friday from 3:00 pm to sunset and weekends from Noon to sunset.
- G. Gaithersburg Aquatic Center** – An average of 1,000 visitors and staff weekly. Open Monday through Friday 6:00 am – 10:00 pm; Saturday 8:00 am – 10:00 pm; Sunday 8:00 am – 5:00 pm.
- H. Old Towne Youth Center** – An average of 400 weekly visitors. Open Monday through Friday: School Year from 2:45 pm to 7:00pm and Summer from Noon to 6:00 pm.
- I. Robertson Park Youth Center** – An average of 400 weekly visitors. Open Monday through Friday: School Year from 2:45 pm to 7:00pm and Summer from Noon to 6:00 pm.
- J. Casey Community Center** – An average of 1,600 visitors and staff weekly. Open Monday thru Friday from 9:00 am to 9:00pm; Saturday from 9:00 am to 9:00 pm and Sunday from 9:00 am to 7:00 pm.

**6.11. PROMOTIONAL TASTE TEST**

The Contractor shall provide samples, at no cost to the City, of the items to be offered in the vending machines for three promotional taste testing events organized by the Contract Administrator at the following locations: City Hall, Public Works, and Activity Center. These taste tests are to occur after selection for award of the Contract but prior to the installation of the machines. The purpose of the promotional taste testing events is to introduce City employees and others to the healthy vending products. The Contract Administrator will promote the events and coordinate the date and time with the Contractor. Attendance at each taste testing event is anticipated to be fifty (50) persons per event.

**~ END OF SECTION 6 ~**

## **SECTION 7: Selection Process and Evaluation Criteria**

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### **7.1. SELECTION COMMITTEE**

City staff shall serve as the selection committee under this Solicitation and shall be responsible for reviewing, evaluating and scoring of all Proposals, and selecting and recommending the most qualified Offeror for the Contract award.

### **7.2. SELECTION PROCESS**

The following is the anticipated selection process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City:

#### **A. Part I – Evaluation of Proposals**

Notwithstanding any instructions and/or requirements set forth in any other section of this Solicitation, any and all Proposals lacking any of the criteria and/or requirements established herein is cause for the Proposal to be deemed non-responsive and be removed from consideration.

Each Proposal received and accepted by the City will be reviewed for responsiveness and be evaluated and scored as follows:

#### **I. Review for Responsiveness**

The Facilities and Capital Projects Division Chief shall perform an initial review of each Proposal to determine the responsiveness to the instructions and requirements set forth in this Solicitation. Following the initial review, all responsive Proposals will to be reviewed, evaluated and scored. In the event a proposal is determined to be nonresponsive, the Proposal will not be evaluated but will be retained by the Facilities and Capital Projects Division Chief.

The initial review shall confirm the following:

- The Proposal fully conforms in all material respects to this Solicitation and all of the instructions and requirements herein, including all form and substance; and
- The Proposal contains all the required forms and documents, and all such forms and documents are completed in their entirety and, where applicable, are signed and notarized.

#### **II. Evaluation and Scoring**

The Selection Committee shall evaluate and score each responsive Proposal against the Evaluation Criteria to:

- Determine the responsibility of the respective Offeror to perform under the Contract – the Offeror possesses the qualifications and abilities, and is fully capable, to meet all of the requirements of this Solicitation and under the contract, including financial and technical; and

- ↳ Determine and establish a list of the highest ranking Offerors, who may be required to attend an interview.

Upon request by the City, the Offeror shall provide the City with any and all information and/or data requested in order to substantiate the Offeror’s qualifications and abilities. The submission of a Proposal shall constitute acknowledgement and agreement by the Offeror to surrender any information and/or data requested by the City for such purposes. The City reserves the right, in its sole discretion, to reject any Proposal if the Offeror fails to provide all requested information and/or data, or if the investigation or evidence submitted fails to substantiate the qualifications and abilities of the Offeror to perform under the Contract.

**B. Part II - Presentations**

Following the evaluation and scoring of all responsive Proposals, the City reserves the right to require any Offeror to make a presentation. Following presentations, if any, the selection committee will score each Offeror on their presentation and make a recommendation of tentative award to the Director of Public Works.

**7.3. EVALUATION CRITERIA**

The selection committee shall evaluate each responsive Proposal on the following criteria:

EVALUATION CRITERIA	WEIGHT
1. Understanding the overall need of the City as presented in the proposal:	5%
2. Firm Experience and Capabilities:	10%
3. Product Offerings, Machine Graphics and aesthetics:	25%
4. Overall Product Sales Price:	30%
5. Financial return (commission) to the City for proposed percentage of gross receipts:	30%
<b>Total Percent Possible:</b>	<b>100%</b>

~ END OF SECTION 7 ~

## SECTION 8: Proposal Content and Format

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### 8.1. PROPOSAL CONTENT AND FORMAT

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required. Any Proposal submitted outside of the required format is cause for the Proposal to be rejected as non-responsive. Proposals shall be separated into two parts and organized as follows:

#### A. Part A – Technical Proposal

The Technical Proposal shall be submitted separate from the Cost Proposal and shall be organized to into separate sections as specified below.

##### I. Understanding the Requirements and Ability to Meet

This section of the Technical Proposal shall address and confirm the Offeror understands the requirements of this Solicitation. In addition, the Offeror must clearly outline their proposed scope of work and objectives.

##### II. Experience and Capabilities

1. This section of the Technical Proposal shall provide an overview of the Offeror's firm and their commitment to provide the services requested in this Solicitation. The Offeror should, at a minimum:

- Summarize the organizational structure and size of their firm and provide the firm's date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- Describe the Offeror's legal experience and experience with other government clients and boards of appeals.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads such practice and where the person is located.
- Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person.

2. If any subcontractors are to be used, the Offeror must also specify, in a similar manner with references, the qualifications and how they will be used in the work plan.

III. Product Offerings, Sales Price, Machine Graphics and Aesthetics:  
This section of the Technical Proposal shall address and confirm that the Offeror understands the operations of the contract requirement:

1. The Offeror shall submit in this proposal a list and picture of the proposed commodities in alphabetical name order, manufacturer, package size, nutritional content and initial selling price of the items that will be placed in all snack and beverage machines, including but not limited to: canned/bottled soda, bottled water, canned/bottled juices, energy drinks, candies, gum, chips, snacks, cakes, desserts.
2. The Offeror agrees that prices charged for vended merchandise will be as stated in this RFP.
3. The Offeror shall submit as part of this proposal pictures of each type of machine variety, machine graphics of each type of machine, and the quantity and variety of machines proposed per location.

IV. Forms

1. This section of the Technical Proposal shall include the following forms, attached hereto as Attachment A, all of which shall be completed in their entirety and, where applicable, be signed and notarized:
  - Addendum and Amendment Acknowledgement
  - Affidavit of Qualification to Propose
  - Conflict of Interest Certification
  - Litigation and Lien Information
  - Offeror References
  - Proposal Submission Certification
2. The failure by an Offeror to include any of these documents in its proposal submission is cause for the proposal to be rejected as non-responsive.

**B. Part B – Proposed Commission Percentage Proposal**

The Commission Percentage Proposal shall be submitted separate from the Technical Proposal and be organized into columns providing the proposed commission for each year of the contract. The commission fee paid to the City shall be a percentage of the gross revenue volume of all vending machine sales at all facilities.

The term “gross revenue” as used herein, and as the basis for the percentage of revenue, shall include all receipts, whether collected or accrued, derived by the Contractor from all business conducted upon or from City property.

The following is provided as an example for how commission percentages should be submitted:

<b>Year</b>	<b>Commission Percentage</b>
One (1)	%
Two (2)	%
Three (3)	%
Four (4)	%
Five (5)	%

**Sales history for the previous two (2) years is attached hereto as Exhibit A.**

~ END OF SECTION 8 ~

## **SECTION 9: Attachments and Exhibits**

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### **9.1. ATTACHMENT A**

- ↳ Addendum and Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid (Requires Notary)
- ↳ Conflict of Interest Certification (Requires Notary)
- ↳ Litigation and Lien Information
- ↳ Bidder/Offeror References
- ↳ Submission Certification (Requires Notary)

### **9.2. EXHIBIT A**

- ↳ Revenue Report

**~ END OF SECTION 9 ~**

# **Informal Request for Proposals**

**No. 2015-FAC-002**

**VENDING SERVICES**

**ATTACHMENT A  
REQUIRED FORMS**

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# City of Gaithersburg

## Addendum and Amendment Acknowledgment

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal.

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

### **ADDENDUM/AMENDMENT ACKNOWLEDGMENT**

1.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

2.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

3.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

4.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

5.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Proposal.

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Affidavit of Qualification to Propose

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the \_\_\_\_\_ and the duly authorized representative of the entity \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

\*2. The entity \_\_\_\_\_ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Offeror, or any other person substantially involved in the Offeror's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of proposals for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

**Affidavit of Qualification to Propose**

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violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Proposal is accepted, this Offeror will contract to do, for the price stated in the Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Conflict of Interest Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: \_\_\_\_\_

\* Federal ID No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

(P) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **CONFLICT OF INTEREST CERTIFICATION**

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee or agent of \_\_\_\_\_ is a member, employee,  
*Name of Entity*  
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

\_\_\_\_\_

**Conflict of Interest Certification**

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I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Litigation and Lien Information

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **LITIGATION INFORMATION**

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes /  No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<b><u>Case Number</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>Summary</u></b>
_____	_____	_____	_____
_____	_____	_____	_____

### **LIENS**

Does your entity have any outstanding mechanics liens?

Yes /  No

If yes, please explain: \_\_\_\_\_

Does your entity have any outstanding tax liens?

Yes /  No:

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Offeror References

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal.

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

### **OFFEROR REFERENCES**

#### **1. Organization Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Description of Work: \_\_\_\_\_

#### **2. Organization Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Description of Work: \_\_\_\_\_

#### **3. Organization Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Description of Work: \_\_\_\_\_



# City of Gaithersburg

## Proposal Submission Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **PROPOSAL SUBMISSION CERTIFICATION**

The response to Solicitation No. \_\_\_\_\_ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

### **NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_

Printed Name

# **Informal Request for Proposals**

**No. 2015-FAC-002**

**VENDING SERVICES**

**EXHIBIT A  
REVENUE REPORT**

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**CITY OF GAITHERSBURG**  
 REVENUE 8/2012 - 7/2014

LOCATION		Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	
<b>Gaithersburg City Hall</b>																										
GCIT1	Bsmt Kit Snack	101.99	64.95	49.44	88.13	72.33	35.34	0.00	76.23	68.06	84.18	0.00	83.43	63.69	72.62	54.29	125.07	0.00	67.12	1.88	133.76	65.14	132.49	73.79	169.11	
9897521	CITY OF GAITHERSBURG, CITY HALL	0.00	136.21	0.00	131.13	0.00	102.84	0.00	0.00	32.90	0.00	0.00	170.29	0.00	178.28	122.34	0.00	69.56	48.88	0.00	104.34	122.06	0.00	130.10	0.00	
<b>Gaithersburg Public Works</b>																										
GAIPW1	Empl Brkrm Snack	207.27	239.75	279.09	193.64	0.00	262.97	156.46	303.53	179.21	344.51	216.91	195.52	276.88	197.68	301.65	250.51	279.98	295.87	293.14	309.73	294.08	192.04	267.15	212.53	
GAIPW2	EmpBreakCoke	0.00	0.00	0.00	0.00	0.00	333.84	202.24	302.49	195.47	354.76	186.73	220.38	326.60	300.52	223.96	235.28	232.79	308.37	248.30	283.03	248.72	193.64	250.28	267.71	
<b>Gaithersburg Aquatic Center</b>																										
GAIAQ1	LobbyCoke	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Gaithersburg Activity Center</b>																										
9897520	CITY OF GAITH ACTIVITY CTR OFC	84.13	50.76	0.00	91.24	59.08	0.00	160.89	59.64	38.54	0.00	81.20	0.00	78.41	0.00	66.74	0.00	70.97	0.00	69.37	87.51	0.00	0.00	106.36	34.69	
GACT1	FrontHallMerchSnack	857.28	665.43	1,163.30	858.97	1,290.10	1,312.52	1,275.58	1,117.80	1,211.90	1,219.42	815.54	1,192.63	906.21	955.95	1,753.19	971.54	902.59	1,251.94	1,122.70	985.62	853.29	1,194.74	1,043.59	1,228.96	
9897526	Coke-Left	404.74	0.00	246.44	372.77	276.74	338.27	200.88	121.03	309.32	401.63	229.97	246.77	78.92	103.23	220.36	255.32	51.04	163.18	166.85	227.62	117.83	304.94	227.01	104.11	
9897528	Coke-Middle	304.61	249.52	227.01	465.18	346.78	289.59	400.89	209.78	429.90	523.56	316.03	425.23	116.10	281.11	367.97	394.77	152.00	384.70	336.00	215.26	230.54	249.34	304.70	329.80	
9897529	Coke-Right	292.16	103.78	283.56	368.32	346.51	0.00	455.05	93.25	318.11	108.52	156.70	245.86	181.04	417.01	393.25	170.85	179.26	413.13	356.54	115.62	294.41	354.99	233.83	208.30	
<b>Gaithersburg Police Station</b>																										
GAIP1	Kitchen Snack	61.99	145.37	70.31	46.95	77.60	63.78	58.19	41.64	111.91	41.50	58.56	72.05	103.49	0.00	127.32	48.18	46.62	77.13	63.87	68.95	0.00	58.28	71.96	111.34	
9897522	CITY OF GAITHERSBURG POLICE	155.81	117.55	0.00	176.44	0.00	154.46	0.00	95.18	0.00	175.78	52.04	0.00	104.91	100.97	0.00	87.61	15.42	0.00	0.00	167.98	0.00	114.49	91.56	0.00	
<b>Gaithersburg Rabbit Youth Center</b>																										
GYOUR1	LobbySnack	186.64	501.87	834.49	802.06	656.45	841.07	559.25	396.59	492.28	663.08	385.40	244.12	114.45	426.43	675.16	300.14	366.60	502.20	488.38	519.59	586.75	435.60	538.24	144.48	
GYOUR2	LobbyCoke	76.99	245.58	324.30	215.50	210.00	313.40	94.61	202.10	131.79	222.12	193.59	112.19	0.00	313.02	235.80	156.65	152.42	288.02	205.72	217.47	200.97	348.08	159.33	189.32	
<b>Gaithersburg Teachers Youth Center</b>																										
GYOUR1	LobbySnack	70.50	480.15	660.54	500.27	412.75	502.62	487.72	460.69	416.84	372.48	497.78	417.92	229.92	657.86	549.15	432.35	457.92	487.11	495.10	486.03	452.38	404.76	543.79	405.19	
GYOUR2	LobbyCoke	126.76	354.85	460.13	299.30	195.76	160.18	210.33	252.72	162.86	254.65	250.65	147.63	192.14	422.25	249.01	107.68	194.53	89.21	141.19	123.75	266.35	123.09	304.37	284.63	
<b>City of Gaithersburg Skating Rink</b>																										
9358297	Coke-Left	220.90	0.00	0.00	0.00	0.00	0.00	0.00	212.49	76.28	0.00	100.91	0.00	0.00	0.00	117.12	0.00	0.00	0.00	0.00	82.06	0.00	0.00	88.22	1.41	
9621248	Coke-Right	295.54	0.00	0.00	0.00	0.00	0.00	0.00	206.15	0.00	108.57	129.08	0.00	0.00	242.07	0.00	0.00	80.65	0.00	0.00	0.00	33.23	0.00	147.86	83.00	
<b>City of Gaithersburg Water Park</b>																										
8656472	Coke-Left 3D	204.36	74.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.68	682.76	168.07	46.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.20	258.97	
8865142	Coke-Middle 3D	452.49	83.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	228.66	968.78	199.28	71.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.22	204.22	451.48	
8863123	Coke-Right 3D	352.03	80.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.89	343.34	96.69	87.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.98	216.62	633.37	