

Bid # NECC22-AF001
Snack and Beverage Vending and Pouring Rights Services



RELEASED:

July 18, 2022

BID RESPONSES DUE BY:

July 18, 2022 9:00AM

DELIVER TO:

Northern Essex Community College
Attn: Procurement Department, B216
100 Elliott Street
Haverhill, MA 01830

SECTION 1: SCOPE OF SERVICE REQUESTED

1.1 PURPOSE

Northern Essex Community College (“NECC” or the “College”), an agency of the Commonwealth of Massachusetts, is soliciting proposals for snack and beverage vending services and pouring rights for a three (3) year period, with two (2) one (1) year extensions at the discretion of the College. The College reserves the right to award Snack and Vending Services and Pouring Rights as two separate contracts.

1.2 BACKGROUND

Northern Essex Community College, founded in 1961, is a public community college in Essex County, Massachusetts. The College serves residents of the Merrimack Valley and Southern New Hampshire with campuses in Haverhill and Lawrence Massachusetts.

SECTION 2: SUBMISSION REQUIREMENTS

Bid documents are available for download at www.necc.mass.edu/bids. All questions related to this bid should be addressed directly to NECC as described below. Bidders are solely responsible for obtaining any addenda or modifications that are subsequently made to this bid at www.necc.mass.edu/bids. Any and all data, materials and documentation submitted to Northern Essex Community College in response to this bid shall become Northern Essex Community College’s property and shall be subject to public disclosure under the Massachusetts public records act. In this regard, respondents are required to sign the authorized respondent’s signature and acceptance form. Respondents please note: by executing the authorized respondent’s signature and acceptance form and submitting a response to this bid, respondent certifies that it (1) acknowledges and understands the procedures for handling materials submitted to Northern Essex Community College, as set forth in attachment A hereto, (2) agrees to be bound by those procedures, and (3) agrees that Northern Essex Community College shall not be liable under any circumstances for the disclosure of any materials submitted to it pursuant to this bid or upon respondent’s selection. This bid does not commit NECC to approve a Statement of Work, pay any costs incurred in the preparation of a vendor’s response to this bid, or to procure or contract for services. NECC reserves the right to accept or reject any and all proposals received as a result of this bid, to negotiate with the qualified vendor and to cancel, in part or in its entirety, this bid if it is in the best interest of NECC or the Commonwealth to do so.

2.1 PROPOSAL TIMELINE

Listed below are the key dates for the bid process.

Schedule of Bid Events	
Action	Due Date / Time (EDT):
Bids Available	July 18, 2022
Deadline for Written Bidders Questions	July 25, 2022 by 9:00am
Responses posted by	July 26, 2022 by 4:00pm
Bid Responses Due	August 1, 2022 at 9:00am
Contract Award	Estimate August 5, 2022
Contract Start Date	August 12, 2022
Machines must be in Place and Operational by	August 30, 2022

If, at the time of the scheduled proposal deadline, the College is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal deadline will be postponed until 9:00am on the next normal business day. Bid responses will be accepted until that date and time.

2.2 QUESTIONS

Questions must be submitted via e mail to procurement@necc.mass.edu by July 25, 2022 by 9:00am. Bidders shall not, under any circumstances, contact (directly or indirectly) any other person within the College in regards to this bid. All material communications between NECC Procurement Office and potential respondents shall be in writing, as provided in this bid.

The College will not be responsible for any oral instructions. Answers to questions will be as an Addendum to this bid and available for download at www.necc.mass.edu/bids. NECC reserves the right to determine, at its sole discretion, the appropriate and adequate responses to comments, questions, and requests for clarification.

2.3 PROPOSAL SUBMISSION

Two (2) copies of Non-Price Proposal and two (2) copies of Price proposal must be submitted on the forms supplied by the College for receipt NO LATER THAN August 1, 2022 at 9:00am, at which time all proposals will be opened, read and recorded in the presence of one or more witnesses from NECC. Mail or deliver proposals, **SEALED** AND NOTING “Bid # NECC22-AF001 Snack and Beverage Vending and Pouring Rights Services” to Northern Essex Community College, ATTN: Procurement Department, Building B, Room B216 at 100 Elliott Street, Haverhill, MA 01830. No fax or email responses will be accepted.

Prices quoted must be available for acceptance for at least ninety (90) days after the proposal opening date unless otherwise noted in your proposal.

The College reserves the right to accept the proposal deemed best for the Commonwealth of Massachusetts and the College. The Contract will be awarded to the Vendor who offers the best combination of price, capability and service options as determined by NECC. The lowest bid does NOT constitute the winning bid. NECC reserves the right to award or reject any and all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and NECC will be served. No financial claim for any payment whatsoever shall be brought against NECC for any Contract award delays. **The College may award two (2) separate contracts for these services.**

2.4 REQUIRED FORMS

All necessary forms are attached to this BID. Respondents who do not include completed forms in their proposals will be considered non-responsive. The required forms are as follows:

- Attachment A – Proposal Cover Page
- Attachment B – Qualifications and Experience Form
- Attachment C – Statement of Financial Strength
- Attachment D – Statement of State Tax Compliance
- Attachment E – Non-Collusion Certification
- Attachment F – Vendor Authorized Signature Verification Form
- Attachment G – Business References
- Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Attachment I-1 – Product Description and Pricing Form – Snack & Food Vending
- Attachment I-2 – Product Description and Pricing Form – Beverage Vending
- Attachment I-3 – Pouring Rights

SECTION 3: BID SPECIFICATIONS

Northern Essex Community College seeks proposals from snack and beverage vending and pouring rights service vendors with effective management practices who will provide excellent service and quality at reasonable prices. The successful vendor will provide services at the Haverhill Campus and the Lawrence Campus for a three (3) year period from August 12, 2022 to August 11, 2025, with two (2) one-year renewal options at the discretion of the College. The College may award two (2) separate contracts for these services.

Northern Essex Community College is a two-year public community college. There are no residence halls on campus. Prior to the COVID-19 pandemic, annual enrollment was approx. 6,500 students (on-campus, hybrid, on-line/remote). Due to COVID-19 pandemic, the annual enrollment during 2021-2022 was approx. 4,700 students. The College employs approximately 800 full time and part time faculty/staff. Please note these numbers are given as a guide only and are not a guarantee of future enrollment.

3.1 VENDOR'S QUALIFICATIONS

Bids will be accepted only from those companies with the following qualifications:

1. Vendors must have as their primary business of providing vending services for a minimum of five (5) years.
2. Demonstrated experience to satisfactorily provide the proposed services.
3. The vendor must not be in default to the Commonwealth of Massachusetts or its agencies.

3.2 CONDITIONS OF THE BID

A. ADDENDA

Any addenda issued during the time of bidding process and before the public bid opening date shall be part of this bid quotation procedure. Vendors are solely responsible for obtaining and completing the required attachments that are identified in this bid and for checking www.necc.mass.edu/bids for any addenda or modifications that are subsequently made. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to Bidders who fail to check for amended bid documents and submit inadequate or incorrect responses. Vendors are advised to check www.necc.mass.edu/bids after the responses to questions have been posted to ensure that they have the most recent information.

B. INFORMATION TO BE SUBMITTED WITH PROPOSALS

- Required forms - Briefly describe the scope of vending services performed during vendor's years in the vending business. Vendor should state the number of contractual vending services agreements that the Vendor currently has in place, as well as in the last twelve (12) months; should also provide a list of vending accounts either lost or terminated.
- Reference information to include: contact information (contact name, address, telephone number, email, and fax number) and a description of the services provided.
- Vendor shall provide a detailed service plan with their bid.
- Vendor shall include any green or sustainability initiatives currently in place or that will be implemented, including a date for implementation
- Compiled financial statements from the most current fiscal year and the immediate past year or a statement of financial strength.
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C. **GREEN INITIATIVES**

The College is committed to reducing our impact by providing sustainable alternatives to single-use disposals. The Vendor should include any green or sustainability initiatives they have implemented or plan to implement.

D. **REGULATIONS**

The vendor shall keep her/himself fully informed of all existing and future state and federal laws and municipal ordinances and regulations, all of which provisions are hereby incorporated by reference and made a part hereof.

The following regulations (federal and state) will be considered an integral part of the bid specifications:

- **General Laws:** Chapter 71, Section 558 (Tuberculosis test)
- **Non-discrimination in employment and Affirmative Action:** Northern Essex Community College is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes and College policies. The College prohibits sexual harassment, including sexual violence. Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the College's Affirmative Action/Title IX Coordinator, the Massachusetts Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.

E. **PERMITS**

The vendor will procure and maintain at their expense, all licenses or other authorities necessary for the lawful performance of this contract.

F. **HOLD HARMLESS**

The vendor shall defend, protect, and hold harmless the Commonwealth of Massachusetts, the Board of Higher Education, the College, its Board of Trustees, and their employees and agents from and against all claims, suits, and actions arising from any act or omission of the vendor, or any of its employees, agents, or authorized subvendors, in the performance of its obligation under this agreement.

G. **INSURANCE**

The minimum limits of liability of such insurance shall be at least one million dollars (\$1,000,000) **comprehensive liability** insurance; **worker's compensation** insurance at the statutory limits; **auto liability** insurance with coverage for owned, non-owned, and hired vehicles, if the vehicles are used in the course of vendor's business and/or operations. These coverages and limits are to be considered minimum requirements under this agreement and shall in no way limit the liability or obligations of the vendor under this agreement. This insurance shall provide for notification to the College thirty (30) Days prior to termination or restrictive amendment. The vendor shall furnish Certificates of Insurance in evidence of the required coverages within fifteen (15) days after signing of the agreement by the parties.

3.3 SNACK AND VENDING

A. VENDING EQUIPMENT

- The vendor will provide a local or toll free number on each machine that may be used for inquiries or reporting maintenance matters as well as for refunds. Each machine shall also be labeled with a unique ID number.
- The vendor further agrees to install said equipment and will service and maintain the same in proper working order.
- The actual number of vending machines in use at any given time may vary based on need as determined and mutually agreed to by the vendor and the College.
- At the expiration of this agreement, the vendor shall remove all equipment from the College's premises. The vendor shall restore the site to the condition prior to use by the vendor. The vendor shall repair all damage caused by the installation or removal of its equipment.
- All vending machines and equipment shall be new or in like-new condition, with credit card capability and built in dollar changers (coins and one and five dollar bills). A listing of the machines to be installed indicating their adherence to the terms of the agreement and including literature showing pictures, make, model and specifications should be included in the bid technical proposal.
- All machines shall be equipped so as to provide thermal overload protection. In addition, all machines shall be equipped with all necessary safety devices which shall be maintained in operating condition at all times. All machines shall have approval from the Underwriter's Laboratory, Inc., the National Sanitation Foundation, and the National Automatic Merchandising Association.
- Vendor's equipment must be energy efficient machinery – Energy Star equivalent or equipped with an energy miser.
- The College assumes no responsibility for any losses the vendor may incur due to damage to equipment arising from any cause except an act of omission on the part of the College. The College assumes no responsibility for the protection of the vendor's property against loss arising from vandalism, theft or other causes.
- The vendor will be completely responsible for cleaning and sanitation of its equipment. This includes any surrounding areas that are directly affected by the operation of the machines. This also includes clean up after a repair or malfunction of the machine.
- All vending machines must be cleaned of visible dirt and debris, per service visit; removal of gum, tar, paper, and similar substances is required. Inclusive of cleanliness is the ceiling of the vending machines. All vending areas must be kept in a clean, sanitary and aesthetically pleasing condition.
- Cartons or trash generated by the vendor must be disposed of at the vendor's place of business. If the vendor is found in violation of this condition, the College reserves the right to issue a charge-back to the vendor for labor cost to remove the vendor's trash.
- All machines shall be equipped with a recording counter or meter to provide for recording all sales by each machine.
- All machines shall be ADA compliant.
- All machines must be equipped with an electronic totaling device.
- All machines must be equipped with wireless technology which will allow the vendor to remotely detect the need for restocking, component failure, etc. to ensure maximum vend opportunity. In addition, all machines must be equipped with technology that will detect if the product does not fall, and repeat the vend attempt, direct user to select another item or refund the payment.

B. **EQUIPMENT SERVICE AND MAINTENANCE OF AREA**

The vendor is responsible for and agrees:

- To provide both preventative maintenance and general repairs to equipment provided. The successful vendor shall employ/assign an experienced service person to the College to perform the function of repair and preventive maintenance.
- **To provide a machine implementation schedule to be operational on August 30, 2022 at all locations.**
- To respond to trouble calls placed by the College within twenty-four (24) hours of receiving the call.
- To clearly list contact information and process for user reimbursement related to machine failures / jams on all machines.
- To provide its Refund Policy in the event of a machine failure / jam for credit card purchases.
- No machine shall remain inoperable for longer than three (3) business days after the initial notification by the College. Vendor must be prepared to replace equipment to ensure continued service by the College.
- Supervisory personnel shall visit the campus at least monthly to inspect all machines and assure compliance with service and sanitation standards.
- To provide a monthly service report to the Director of Auxiliary or designee. Services indicating what repairs were provided by month by equipment and location.

Replacement of Vending Machines: Vendor must replace equipment that:

- Cannot be returned to full service within seventy-two (72) hours of the first service call
- Has frequently recurring maintenance and/or mechanical problems (for purposes of this section "frequently recurring" means prompting six (6) or more service calls within thirty (30) Days); or
- Is reaching its rated service life.

Any replacement Equipment must be of equal or superior quality to the Equipment originally installed as determined by NECC in conjunction with the Vendor.

C. **CURRENT LOCATIONS OF BEVERAGE AND SNACK VENDING MACHINES***

Vending Machine	Building	Location
Haverhill Campus		
Beverage (1)	A Building (A)	2 nd Floor Lobby
Snack (1)	Tech Center (TC)	1 st Floor Lobby
Beverage (1)	Tech Center (TC)	1 st Floor Lobby
Snack (1)	Student Center (SC)	1 st Floor Street Entryway
Beverage (1)	Student Center (SC)	1 st Floor Street Entryway
Snack (1)	C Building (C)	1 st Floor Café Seating Area
Beverage (1)	C Building (C)	1 st Floor Café Seating Area
Beverage Fridge (1)	C Building (C)	1 st Floor, Prep Kitchen
Microwave (1)	C Building (C)	1 st Floor Café Seating Area
Snack (1)	D Building (D)	1 st floor Lobby
Beverage (1)	D Building (D)	1 st floor Lobby
Snack (1)	B Building (B)	2 nd Floor Entryway
Beverage (1)	B Building (B)	2 nd Floor Entryway
Snack (1)	B Building (B)	3 rd Floor Lobby
Beverage (1)	B Building (B)	3 rd Floor Lobby
Snack (1)	E Building (E)	1 st floor Lobby
Beverage (1)	E Building (E)	1 st floor Lobby
Snack (1)	E Building (E)	2 nd Floor Lobby
Beverage (1)	E Building (E)	2 nd Floor Lobby
Microwave (1)	E Building (E)	Basement
Lawrence Campus		
Snack (1)	Dimitry Bld 45 Franklin St, Lawrence (L)	1 st floor Lobby
Beverage (1)	Dimitry Bld 45 Franklin St, Lawrence (L)	1 st floor Lobby
Snack (1)	Dimitry Bld 45 Franklin St, Lawrence (L)	Basement Lobby Area
Beverage (1)	Dimitry Bld 45 Franklin St, Lawrence (L)	Basement Lobby Area
Microwave (1)	Dimitry Bld 45 Franklin St, Lawrence (L)	Basement Lobby Area
Snack (1)	Haffner Fournier Ed Ctr, 78 Amesbury St (LA)	1 st floor Lobby
Beverage (1)	Haffner Fournier Ed Ctr, 78 Amesbury St (LA)	1 st floor Lobby
Microwave (1)	Haffner Fournier Ed Ctr, 78 Amesbury St (LA)	Basement
Snack (1)	El-Hefni Allied Tech Ctr, 414 Common St (LC)	2 nd Floor Lobby
Beverage (1)	El-Hefni Allied Tech Ctr, 414 Common St (LC)	2 nd Floor Lobby
Microwave (1)	El-Hefni Allied Tech Ctr, 414 Common St (LC)	2 nd Floor Lobby
Snack (1)	420 Common St (LH)	2 nd Floor Lobby
Beverage (1)	420 Common St (LH)	2 nd Floor Lobby

*Final number and locations of machines as directed by the Director of Auxiliary Services or designee

D. **COMMISSIONS AND PRODUCT PRICING**

The proposal submitted should provide the commission rates to be paid to the College for the beverage and snack vending machines, as well as a minimum yearly guaranteed commission as a percentage of sales revenue. Commissions will include detailed backup of sales by location, by machine, by product. Commission rates will be based on net sales (gross sales less applicable sales tax and container deposits, no losses can be included in this calculation).

E. **COMMISSION TERMS**

The vendor shall pay commissions within twenty-one (21) days following the end of each reporting period (calendar month unless otherwise stated). For example, a sales report for the month of October (on November 1), a total commission must be paid to the College by November 21.

The vendor shall maintain complete and accurate records of vending transactions for each machine for a period of three (3) years from the close of each year's operation.

F. **PRODUCT OFFERINGS**

Snack Vending: Products dispensed from machines must be fresh, top grade and known to the general public by brand name or manufacturer. The vendor is expected to provide a variety of snacks and packaged food products, including healthy snacks for our student, faculty and staff population. All products must include sell-by dates, and must be removed from machines on or before sell-by date.

Proposals should include information on how healthy snack options will be showcased in the machines, and a list selection offerings should be included. Product offering proposal should also include options that are considerate of food-sensitive customers seeking gluten-free, low-carb, vegan, vegetarian and organic options.

The successful respondent is encouraged to present new or enhanced products and services for consideration by the College during the life of the Agreement.

Beverage Vending: "Beverages" shall mean all carbonated and non-carbonated non-alcoholic beverages including carbonated soft drinks, flavored and unflavored seltzer waters, flavored and unflavored individually packaged waters, isotonic energy and fluid replacement drinks (sports drinks), and iced and organic teas. Drinks that have high sugar content and may increase the risk of heart disease and diabetes are not permitted. There will be a potential for future addition of coffee and tea machines. The Vendor is encouraged to suggest alternative equipment and suggest new locations of equipment based on creative and value-add recommendations/offerings.

All Vendors must provide detailed brand name, portion size, and pricing information for all products offered included, but not limited to: candy, gum, chips, pastries, snacks, soda, water, sports drinks, etc. (see Bid Price Sheet). The sale of cigarettes and smokeless tobacco products is prohibited on campus.

Microwaves must be new and cleaned on regular basis and when snack and beverage machines are restocked or as requested by the Director of Auxiliary Services or designee.

G. **PERFORMANCE DESCRIPTION**

Vendor must supply a summary product usage report two (2) times per year at the end of the Spring and Fall Semesters.

H. **VENDING PERSONNEL ON CAMPUS**

Personnel operating on campus must be dressed in clean, distinctive uniforms which will readily identify them as vendor's personnel. Vendor's personnel are expected to conduct operations in an orderly manner so as not to disrupt customers. The College shall have the right to require change of personnel servicing the College campus.

Vendor must complete annual CORI/SORI checks for all service and supply personnel who will be coming onto the campus. Reports should be submitted to College Police prior to their coming on campus.

Vendors are expected to exhibit the highest standards of professional behavior while performing work for the College. This includes, but is not limited to, no smoking (NECC is a tobacco free campus); no use of alcohol or illegal drugs; no use of inappropriate language; exercising volume control so as not to disrupt nearby classes, studying or office functions. No weapons are allowed on College property. Any inappropriate behavior may lead to removal of the vendor.

The vendor will be authorized to enter the designated premises at all reasonable times during regularly scheduled business hours to gain access to equipment for purpose of installation, normal maintenance, coin collection and other incidental services. General service is requested Monday through Friday between 8:30am- 4:00pm or outside these hours through coordination with the Director of Auxiliary Services or designee.

The vendor shall observe all College parking regulations and are liable for any parking violations. All vehicles must be clearly marked with company name. Parking at building entrances, lawns or common areas is prohibited. If special accommodations are needed for deliveries, coordination with the Director of Auxiliary Services or designee must be made in advance.

3.4 POURING RIGHTS

A. EXCLUSIVITY

It is the intent of the College to have an exclusive beverage pouring rights on its Haverhill and Lawrence campuses. For the purposes of this agreement, “Beverages” shall mean all carbonated and non-carbonated non-alcoholic beverages including carbonated soft drinks, flavored and unflavored individually packaged waters, isotonic energy and fluid replacement drinks (sports drinks), and iced and organic teas. Energy drinks that have high sugar content and may increase the risk of heart disease and diabetes are not permitted. The exclusivity does not include milk or milk products or hot coffee and other hot beverages. Northern Essex Community College will have final approval as to the beverages offered.

Lump Sum exclusivity payments will be made to the College by October 15, 2022 and on the 15th day of October for each subsequent year of the Contract.

B. CAFETERIA, SNACK BAR AND BOOKSTORE

The College operates a cafeteria located in the Spurk Building(C), a Snack Bar in the D Building (D) and a bookstore in the Student Center (SC) on the Haverhill Campus. The cafeteria is currently operated and managed by Opportunity Works, the Bookstore by Follett and the Snack Bar by the NECC Athletic Dept. All will honor the College’s selection of the Vendor to provide exclusive pouring rights and will work directly with the Vendor to satisfy the needs of the NECC Cafeteria, the Bookstore and the Snack Bar. The Director of Auxiliary Services or designee will approve the service and product plans.

C. ATHLETIC EVENTS

- NECC Athletic Events 45-50 dates - September – March (basketball and volleyball)
- Yankee Volleyball Tournaments 45 Weekend dates September – April
- High School Summer Basketball League – 10 weeks June-August 16-20 area teams
- Annual Special Events 6-10/year Graduations, Shows, etc
- Youth Camps/Clinics 25-30 dates annually
- Additional rentals for various youth sports groups secured through the year

Outdoor events at adjacent fields:

- NECC Athletics Events 25-30 dates (baseball, softball and soccer)
- Host Four Summer baseball tournaments
- 3 annual summer camps
- Annually host youth track program.

D. BUSINESS/COMMUNITY EVENTS

Annually we have an additional 100-200 business, community and nonprofit groups who rent space and host events at the College.

In addition to NECC students faculty and staff we also house the YMCA day care, a Police Academy, Sheriff Academy, Project Search Program, The Merrimack Valley MassHire Career Center, Lawrence partnership, the Revolving Test Kitchen and a robust Early College program that brings a large group of high school students to both campuses daily.

SECTION 4: EVALUATION OF PROPOSALS AND SELECTION

4.1 SELECTION PROCEDURE

The College reserves the right, at its sole discretion, to request clarification of information contained in the proposals received. Changes to proposals, including updating or adding information, will not be permitted during any interview / presentation process and, therefore, Vendors must submit proposals that present their rates and other requested information as clearly and completely as possible.

4.2 CONTRACT AWARD

The Contract will be awarded to the Vendor who offers the best combination of price, capability service options and equipment recommendations as determined by NECC. The lowest bid does NOT constitute the winning bid. NECC reserves the right to award or reject any and all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and NECC will be served. No financial claim for any payment whatsoever shall be brought against NECC for any Contract award delays. The College reserves the right to negotiate best and final offer with respect to the contract award and may award this Contract to more than one bidder.

Upon notification of the award, the respondent with the apparent best-value proposal shall execute the following documents: Commonwealth of MA Standard Contract Form and W-9 Taxpayers ID within ten (10) working days. If the respondent fails to provide the aforementioned requested documents by the deadline, NECC may determine that the respondent is non-responsive to the terms of this bid and reject the proposal. If NECC determines that the apparent best-value proposal is non-responsive and rejects the proposal, the remaining responsive proposals may be reviewed to determine the new apparent best-value proposal.

SECTION 5: ADDITIONAL TERMS AND CONDITIONS

5.1 COMMONWEALTH TERMS AND CONDITIONS

The College is not obligated and should not complete, sign or execute any vendor's contract or other terms and conditions. It must be clearly understood that the Commonwealth Terms and Conditions supersede any vendor or vendor contract, invoice or other terms and conditions. If, by chance, any said vendor or vendor contracts, invoices or other terms and conditions are signed, it is immediately considered void.

5.2 COVID VACCINATION POLICY

The Vendor shall comply with pandemic-related federal, state and local public health orders and CDC guidance as well as all applicable College policies, including the COVID-19 Vaccine Policy of the Massachusetts Community College System for Employees (“Policy”). The Vendor hereby certifies that anyone assigned or dispatched to work onsite at the College shall comply with the following health and safety protocols as determined by the College in consideration of local or state public health or CDC guidance, mandates and/or guidance: follow all current College guidelines for visitors coming to the NECC campuses can be found at [Coronavirus Information and Updates at necc.mass.edu](https://www.necc.mass.edu/coronavirus)

5.3 REASONABLE ACCOMMODATION

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of bid information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A proposer requesting accommodation must submit a written statement that describes the proposer’s disability and the requested accommodation. The College reserves the right to reject unreasonable requests.

5.4 PUBLIC RECORDS

All responses and information submitted in response to this bid are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

5.5 BEST VALUE SELECTION AND NEGOTIATION

The College may select the response(s) that demonstrates the best value overall. The College and a selected vendor, may negotiate a change in any element of contract performance or cost identified in the original bid or the selected proposer’s or vendor’s response that results in lower costs or a more cost effective or better value than was presented in the proposer’s or vendor’s original response.

5.6 COSTS

Costs that are not specifically identified in the proposer’s response, and accepted by a College as part of a contract, will not be compensated under any contract awarded pursuant to this bid. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this bid.

5.7 INDEMNIFICATION

Unless otherwise exempted by law, the vendor shall indemnify and hold harmless the State, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the vendor’s performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the vendor, its agents, officers, employees or sub vendors. The vendor shall at no time be considered an agency or representative of the Department or the State. After prompt notification of a claim by the State, the vendor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the vendor arising under this paragraph. Any indemnification of the vendor shall be subject to appropriate and applicable law.

5.8 NON-DISCRIMINATION IN EMPLOYMENT

The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status or disability. The vendor agrees to comply with applicable federal and state statues, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

5.9 EMERGENCY STANDBY COMMODITIES AND/OR SERVICES

Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its vendors. Vendors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a vendor during an actual emergency.

To accommodate such requests, vendors may be requested and must make every effort to service these requests to the best of their ability from regular sources of supply at the rates set forth in any standard contract resulting from this bid.

5.10 NON-COLLUSION

Respondents certify that submitted cost proposals are arrived at independently and without consultation, communication, or agreement with any other vendor, vendor, or potential vendor. Respondents further certify that cost proposals are made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. Respondents agree that no member of the firm's ownership, management or staff has a vested interest in any aspect or department of Northern Essex Community College Community College. Any or all proposals will be rejected if there is reason to believe that collusion exists between Bidders, and respondents understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment of the true facts relating to submission of cost proposals under this Bid.

5.11 DEBARMENT

Respondents certify, to the best of their knowledge and belief, that the firm and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (Federal, State or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. above; and
- c) have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

5.12 QUOTE/RESPONSE REJECTION

The College reserves the right to reject any or all Bid responses, in whole or in part and for any reason deemed necessary.

5.13 CONTRACT SPECIFICATIONS

The Awarded vendor shall execute the [Commonwealth of MA Standard Contract Form](#), and [W-9 Taxpayers ID form](#) upon notification of award from the College. Payment for services will occur after deliverables are received based on a detailed invoice of expenses.

5.14 CONTRACT TERMINATION

The College reserves the right to amend or terminate the Contract in part or in whole, or with any number of vendors, with or without cause, at any time, without prior notice and upon any time felt necessary by the College.

Northern Essex Community College
 Bid # NECC22-AF001
 Snack and Beverage Vending and Pouring Rights Services

PROPOSAL COVER PAGE

Bidder's Organization Name:			
Chief Executive – Name / Title:			
Telephone:		Email:	
Headquarters Street Address:			
Headquarters City / State / Zip:			
<i>(Provide information request below if different from above)</i>			
Lead Point of contact for Proposal – Name / Title:			
Telephone:		Email:	
Headquarters Street Address:			
Headquarters City / State / Zip:			

- This proposal and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the bid opening.
- No personnel currently employed by the College participated, either directly or indirectly, in any activities relating to the preparation of the Vendor's proposal.
- No attempt has been made, or will be made, by the Vendor to induce any other person or firm to submit or not to submit a proposal.
- The above-named organization is the legal entity entering into the resulting contract with the College if they are awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed proposal is complete and accurate at the time of submission.

Name (Print):	Title:
Authorized Signature:	Date:

Northern Essex Community College
Bid # NECC22-AF001
Snack and Beverage Vending and Pouring Rights Services

QUALIFICATIONS AND EXPERIENCE FORM

Vendor's Organization Name:	
<p><i>Present a brief statement of qualifications and operational expertise. Describe the history of the Vendor's organization, especially regarding skills pertinent to the specific work required by the Bid and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities.</i></p> <p><i>Provide a description of services provided within the past five years which reflect experience and expertise needed in performing the functions described in the "Bid Specifications" portion of the Bid.</i></p>	

Northern Essex Community College
Bid # NECC22-AF001
Snack and Beverage Vending and Pouring Rights Services

STATEMENT OF FINANCIAL STRENGTH

Vendor's Organization Name:	
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Under penalty and perjury of law, I, _____, certify that
(Print Name)

_____ is financial solvent and has been operating in
(Business Name)

the black for at least the preceding three (3) years.

Name (Print):	Title:
Authorized Signature:	Date:

Northern Essex Community College
Bid # NECC22-AF001
Snack and Beverage Vending and Pouring Rights Services

**CERTIFICATE OF COMPLIANCE
WITH STATE TAX LAW AND UNEMPLOYMENT COMPENSATION
CONTRIBUTION REQUIREMENTS**

Vendor's Organization Name:	
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Pursuant to M.G.L. Chapter 62C, S 49A, and MGL Ch.151A, Section 19A,

I _____, authorized signatory for
Name & Title
_____, whose principal place of business is located at
_____, do hereby certify under penalties of perjury that
the above business has filed all state tax returns and paid all taxes as required by law and has
complied with all state laws pertaining to contributions to the unemployment compensation fund
and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

Signed under the penalties of perjury this _____ day of _____.

Name (Print):	Title:
Authorized Signature:	Date:

Northern Essex Community College
Bid # NECC22-AF001
Snack and Beverage Vending and Pouring Rights Services

Certification of Non-Collusion

Vendor's Organization Name:	
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The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name (Print):	Title:
Authorized Signature:	Date:

Northern Essex Community College
Bid # NECC22-AF001
Snack and Beverage Vending and Pouring Rights Services

Vendor Authorized Signature Verification Form

Vendor's Organization Name:	
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Individuals: Individuals have two options to verify signature authorization:

1. Official Sample of Signature. Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, OR
2. Notarization. In the alternative, the Bidder can have their signature notarized in the space below.

Corporations: Corporations have two options to verify signature authorization.

1. Authorization and Clerk Certification: The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) AND that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (NOTE: Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); OR
2. Authorization and Official Sample of Signature or Notarization (Complete both "a." and "b." below)
 - a. Authorization: The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation AND
 - b. Official Sample of Signature or Notarization (Select one option)
 - Official Sample of Signature. Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature OR
 - Notarization. Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities

1. Authorization. Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity AND
2. Official Sample of Signature or Notarization: (Select one option)
 - a. Official Sample of Signature Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; OR
 - b. Notarization Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: _____

SIGNATURE: (as it will appear on documents) _____

(NOTARY) I, _____ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder and the individual's identity was verified, on this date: _____, 20 _____. My commission expires on:

OR

(CORPORATE CLERK) I, _____ as corporate clerk of the Bidder/Vendor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Vendor. This date: _____, 20 _____.

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

Northern Essex Community College
 Bid # NECC22-AF001
 Snack and Beverage Vending and Pouring Rights Services

Business Reference Form

Three separate business references are required from customers with whom there is a standing business relationship of two years or greater in duration. References will be checked.

Vendor's Organization Name:	
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REFERENCE 1	
Reference: _____	Contact: _____
Address: _____	Telephone: _____
_____	Email: _____
_____	Fax: _____
Description and dates of services provided: _____	

REFERENCE 2	
Reference: _____	Contact: _____
Address: _____	Telephone: _____
_____	Email: _____
_____	Fax: _____
Description and dates of services provided: _____	

REFERENCE 3	
Reference: _____	Contact: _____
Address: _____	Telephone: _____
_____	Email: _____
_____	Fax: _____
Description and dates of services provided: _____	

Northern Essex Community College
 Bid # NECC22-AF001
 Snack and Beverage Vending and Pouring Rights Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
 Exclusion- Lower Tier Covered Transactions
 (Executive Orders 12549 and 12689)**

As required by 2 CFR 200 Section 200.326 : For all contracts the non-Federal entity (NECC) shall obtain from the vendor a certification that neither the vendor nor any of its principal employees are listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled .Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor’s Organization Name:	
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Name (Print):	Title:
Authorized Signature:	Date:

Northern Essex Community College
 Bid # NECC22-AF001
 Snack and Beverage Vending and Pouring Rights Services

Financial Proposal – Beverage Vending Services

Vendor's Organization Name:	
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Beverage Vending Services Commissions				
Product*	Suggested Price	Brand Name	Portion Size	Commission Percentage
Soda				
Sports Drinks				
Water				
Iced Tea				
Seltzer Water				
Flavored Water				
Coffee Drinks				
Other items:				

Guaranteed Minimum Yearly Commission (if applicable)	
Year 1	\$
Year 2	\$
Year 3	\$

Name (Print):	Title:
Authorized Signature:	Date:

Northern Essex Community College
 Bid # NECC22-AF001
 Snack and Beverage Vending and Pouring Rights Services

Financial Proposal – Snack & Food Vending Services

Vendor's Organization Name:	
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Snack Vending Services Commissions				
Product*	Suggested Price	Brand Name	Portion Size	Commission Percentage
Candy				
Gum*				
Pastries				
Snacks				
Chips				
Healthy Options:				
Other items:				

*There is to be no gum offered in the vending machines in the D Building

Guaranteed Minimum Yearly Commission (if applicable)	
Year 1	\$
Year 2	\$
Year 3	\$

Name (Print):	Title:
Authorized Signature:	Date:

Northern Essex Community College
 Bid # NECC22-AF001
 Snack and Beverage Vending and Pouring Rights Services

Financial Proposal – Pouring Rights Services

Vendor's Organization Name:	
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Pouring Rights Services Commissions					
Product*	Brand Name	Portion Size	Price (NECC Cost)	Commission Percentage	Suggest Retail Price

In consideration of this exclusivity commitment, please propose below in detail any incentive programs, including signing award and lump sum yearly payment (not including commissions) to be made to the College.

Guaranteed Minimum Yearly Commission (if applicable)	
Year 1	\$
Year 2	\$
Year 3	\$

Name (Print):	Title:
Authorized Signature:	Date:



Haverhill Campus

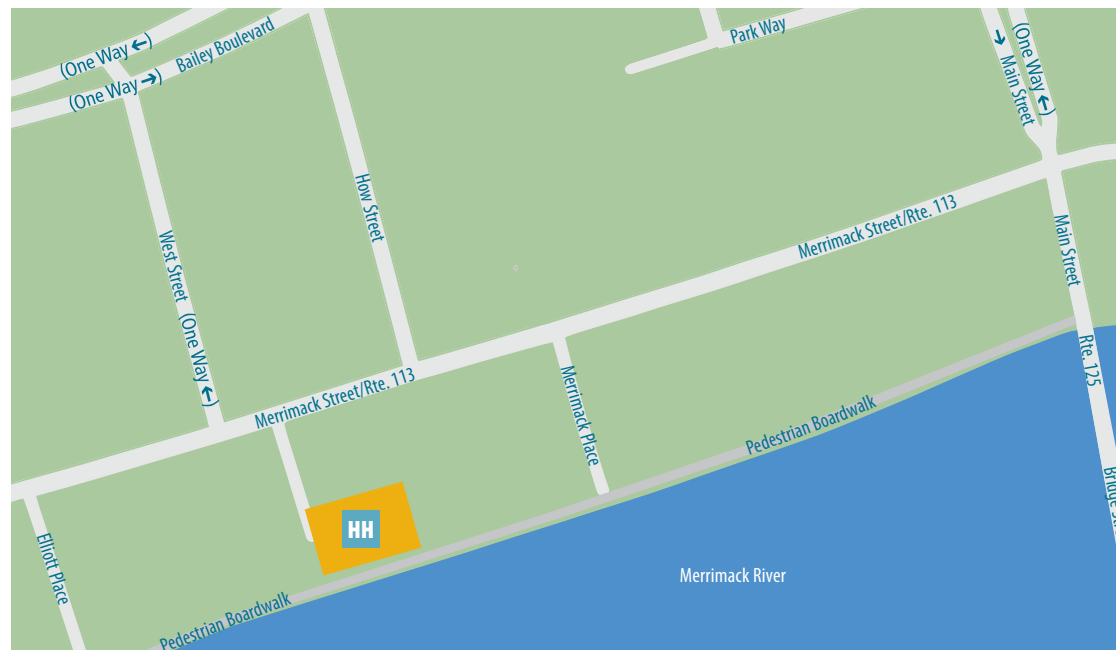
100 Elliott Street

- A Bentley Library**
- B General Services Center**
- C Spurk Building**
- D Sport & Fitness Center**
- E Science Building**
- G Maintenance Building**
- SC Behrakis Student Center**
 - ★ Student Success Hub
 - Bookstore
 - ◆ Student Photo IDs
- TC Hartleb Technology Center**
- HH Haverhill Heights**
160 Merrimack Street
Haverhill, MA
*Parking is available on the street
or in a nearby city lot.*



Parking

- VP Visitor Parking**
Parking for visitors, students,
and employees without permits.
- PP Permit Parking**
-  **MVRTA Bus**
Students will need to
show their NECC student ID
to ride MVRTA busses.
-  **Accessible Parking**



For additional information and directions,
visit www.necc.mass.edu/directions

For the NECC Parking Policy, visit
www.necc.mass.edu/parking

Lawrence Campus

L **John R. Dimitry Building**
45 Franklin Street
■ Bookstore
● Library

LA **Louise Haffner Fournier Education Center**
78 Amesbury Street

LC **Dr. Ibrahim El-Hefni Allied Health & Technology Center**
414 Common Street
◆ Student Photo IDs
★ Student Success Hub


LH **420 Common Street**

Parking

A&C **Permit/Visitor Parking**

B&E **Permit/Validated Parking**
Validation with a current NECC parking permit is available M-F at buildings L, LA, LC, and LH when all other permit lots are full.

D **Permit Parking**

 **MVRTA Bus**
Students will need to show their NECC student ID to ride MVRTA busses.

 **Accessible Parking**

 **Accessible Access to Lots and Sidewalks**



For additional information and directions, visit www.necc.mass.edu/directions

For the NECC Parking Policy, visit www.necc.mass.edu/parking