



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F
July 28, 2008

SUBJECT: Approval to award contract for snack machine vending services in Police Headquarters, Civic Center and Meadowbrook Commons to Don's Vending Service, Inc., based on unit pricing and rate of commission.

SUBMITTING DEPARTMENT: Parks, Recreation & Forestry

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

In May 2008, the City of Novi requested proposals for snack machine vending services in four facilities. Two companies responded offering snack products with associated commission rates. The services offered provide quality vending machines to the public at no cost to the city. The contractor will remit 18% of gross revenues from the machines to the City on a monthly basis.

RECOMMENDED ACTION: Approval to award contract for snack machine vending services in Police Headquarters, Civic Center and Meadowbrook Commons to Don's Vending Service, Inc., based on unit pricing and rate of commission.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

**CITY OF NOVI
SNACK VENDING SERVICES BID TAB
MAY 8, 2008**

	Don's Vending	Phoenix Vending
% of Gross Revenue	18%	4%
Frequency of Payments	Monthly	Monthly
Proposed Delivery Schedule	6 days	every 2 weeks or as needed
Products:		
Gum/Mints	0.60	
Chips- Reg.	0.60	.50 (1 oz bag)
Chips- Large	0.85	
Candy	0.80	0.75
Cookies	0.80	.65 (2 oz pack)
Pastry	0.90	



**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT**
45175 W. TEN MILE RD.
NOVI, MI 48375
(248) 347-0446

**SNACK VENDING MACHINE SERVICES
SIGNATURE SHEET**

Bid submitted by:

Name (printed) David P. Fella Title: Sales Manager

Company (Legal Registration) Don's Vending Service, Inc.

Address 30880 Industrial Road

City Livonia State MI Zip 48150

Telephone 800-982-8090 Fax 734-524-5106

E-mail dfella@arounddetroit.biz

Signature David P. Fella Date 5-7-08

For information on responding to this bid, contact Sue Morianti – Purchasing Manager, at smorianti@cityofnovi.org

Submittal of Bids: Bids must be delivered prior to the due date and time specified above to the City of Novi, Purchasing Department, 2nd floor, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

THE BID ENVELOPE MUST BE IDENTIFIED WITH THE FULL BID NAME AND DUE DATE.

THIS PAGE IS PAGE ONE OF THE PROPOSAL FORM. FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued.

If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.govbids.com, and obtain an official copy.



**CITY OF NOVI
SNACK VENDING SERVICES**

PROPOSAL FORM

We the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof according to the attached terms and conditions.

We acknowledge receipt of the following Addendums: _____

- | | | |
|--|----------------|----|
| 1. Percentage of gross revenue offered | <u>18%</u> | |
| 2. Frequency of payment to the City | <u>Monthly</u> | |
| 3. Proposed delivery schedule | <u>6 Days</u> | |
| 4. Is price list for all proposed snacks attached? | <u>Yes</u> | No |
| 5. Acknowledge refund policy in specifications? | <u>Yes</u> | No |
| 6. Machine information attached? | <u>Yes</u> | No |

Comments _____



CITY OF NOVI
SNACK VENDING MACHINE SERVICES

REFERENCES

1. Name of firm: Lincoln Park Public Schools
Address 1701 Champaign
City Lincoln Park State MI Zip 48146
Contact Name Mark Rodriguez
Contact Phone 313-383-5950

2. Name of firm: South Lyon High School
Address 1000 N. Lafayette
City South Lyon State MI Zip 48178
Contact Name Susan
Contact Phone 248-573-8180

3. Name of firm: Hartland Consolidated Schools
Address 9525 E. Highland Road
City Howell State MI Zip 48843
Contact Name Scott Bacon
Contact Phone 810-746-2122

AGREEMENT FOR SNACK VENDING SERVICES

THIS AGREEMENT made this 28th day of August, 2008, made between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, referred to as the "City", and Don's Vending Service Inc., whose address is 30880 Industrial Road, Livonia, MI 48150, referred to as the "Contractor".

1. Services. The City hereby employs the Contractor to provide those services as set forth in the Specifications and Contractor's Bid, all of which are attached hereto as Schedule A and made part of this agreement.

2. Term of Agreement. This Agreement will begin August 4th, 2008, and will end August 4, 2009. Either party may cancel this Agreement on Thirty (30) days notice to the other party in writing, by certified mail or personal delivery. The City may terminate this Agreement for inadequate performance by the Contractor upon notice to the Contractor in writing, by certified mail or personal delivery.

3. Place Where Services Will be Rendered. The Contractor will perform services in accordance with this contract at the locations provided below:

Parks, Recreation & Forestry Department, 45175 W. Ten Mile Road, Novi, MI 48375

Staff Lunchroom, Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375

Novi Police Headquarters, 45125 W. Ten Mile Road, Novi MI 48375

Meadowbrook Commons, 25075 Meadowbrook Rd., Novi, MI 48375

4. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

5. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

6. Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. **DRAFT** Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on the City's behalf against any and all claims, demands, suits, losses, and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed, or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract, including claims arising under the worker's compensation laws of the State of Michigan.

7. Payment to Contractor. In consideration whereof, there is no charge to the Owner for these services. Contractor will remit 18% of gross revenues from the machines to the City on a monthly basis.

IN WITNESS WHEREOF, the undersigned hereby have executed this

Agreement on the date first above-written.

WITNESSES: CITY OF NOVI, a Michigan municipal corporation

By: _____
David Landry, Mayor

Date: _____ Date: _____

By: _____
Maryanne Cornelius, City Clerk

Date: _____

DRAFT

By: _____
Contractor

DATE: _____