

RFP 241900Micro Market Services

Issued: June 11, 2024

Due on or Before: June 25, 2024, 1:00 PM (CT)

**GADSDEN STATE**  
COMMUNITY COLLEGE

The Micro Market must be a self-service market and must consist of refrigerated coolers with glass doors, open shelves, food displays, coffee and tea stations, microwave ovens and other necessary equipment. The Operator must provide high quality fresh merchandise. All food products must be removed from the Micro Market on the date that their freshness expires according to the manufacturer's freshness date stamped on the package. If possible, the Operator will rotate and introduce new products monthly.

The Operator is responsible for regularly monitoring stock levels of all items at all locations and for restocking the Micro Market biweekly or more frequently.

The Operator agrees that the College has the right to determine whether the Operator's food is of satisfactory quality, whether sufficient variety is being offered, and to request specific products to be available at each Micro Market.

The prices the Operator shall offer products for sale shall be fair and competitive at which similar products are sold.

The Operator will own and will be responsible for all service, maintenance, and repair of its Micro Market coolers, freezers, microwaves, coffee brewers, and other Operator owned equipment.

The Operator is responsible for reporting equipment breakdown to the College. The Operator agrees that, if maintenance is necessary because of the breakdown of equipment 3 or more times during a period of time, new equipment will be installed within 30 days of the third breakdown.

Upon mutual agreement of the College and Operator, the Operator must add or replace equipment, coolers, freezers, coffee brewers, and other Operator owned equipment.

The Operator agrees that the College must agree to the relocation, exchange, or removal of Micro Market equipment.

The College will not be responsible for providing any hardware, tools, labor, or other incidentals other than access to water, electricity, and electrical outlets.

#### Deliverables

The Operator agrees to pay the College commission based on the percentage offered in the Operator's proposal or any negotiated commission percentage. Commission payments are based on the percentage of gross sales from all Micro Markets and must be made to the College on or before the 10th of each month. Evidence of gross sales must accompany all commission payments. The Operator agrees that commission payments not received before the 10th will be subject to a penalty of 1.5% calculated on the previous month's sales. The College reserves the right to cancel the contract for nonpayment of commission by the 10th of each month.

The Operator will provide monthly to the College's Business Service Analyst, sales and commission reports containing the following information:

- Campus Name
- Building and Floor Location of Micro Market
- Total Sales
- Total Revenue
- Total Gross Sales
- Commission Paid Monthly and Year-to-Date
- Service Logs

The Operator will remove materials caused by stocking and/or maintaining the Mirco Market, and if the Operator fails to remove materials, the Operator agrees to pay the College all costs, charges, and/or expenses associated with such removal.

The Operator will be responsible for refunding money to customers who have lost money at any Micro Market location. The College will not be responsible or involved regarding refunds. A refund methodology must accompany the Operator's proposal.

The Operator must conduct background checks for persons to perform work on this Contract. Before hiring any individual with a felony conviction or crime of moral turpitude, the Operator must provide the resulting information to the College for approval.

#### Contract Period

The College intends to award a commission-based contract to a sole Operator and establish a 12-month contract to renew automatically for a second and third 12-month period. Commission adjustments may be considered during any contract extension period.

Subcontractors may be used to perform work under this contract. If the Operator intends to use subcontractors, the Operator must identify in its proposal the names of the subcontractors and the portion of work the subcontractors will perform. If the proposal with a subcontractor is selected, the Operator must provide evidence that the subcontractor holds a valid Alabama business license.

#### Requests for Clarification

Offerors desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to KL 3 tquequedu22.53 (i)-2 (59s)-2.1 .gwbyiine(ns)-1 (e)4 (.)4 ( pr)3 (op t)-2 (hi)nraca@tim CU-2 (S-1 ( BJ 0.0 (a)4 o (t)-2 (h ahol)-12 (ds)o-1 (ubc)4 (ont)-2 (r)3 (a)4 )4 (m)(c)41 (ubc)4 (ont)TJ T\* [

## Evaluation

Responses will be reviewed for compliance with the requirements stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Gadsden State may contact the Office of Procurement for clarification.

### Discussions

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible to being selected for award; but proposals may be accepted without such discussions.

### Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time which best and final offers must be submitted.

### Late Proposals, Late Withdrawals, and Late Modifications

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

### Responsibility and Responsiveness

Proposals will only be considered by an offeror who has submitted a proposal which conforms in all material aspects to the RFP.

### Offeror Responsibilities

The Offeror will assume all liability for employees while working on Gadsden State campuses.

The Offeror will assume all liability for any injuries suffered by any person in connection with the Offeror's equipment and vehicles.

The Offeror will be responsible for the repair or replacement cost of any damage to Gadsden State who has submitted a proposal.

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Offeror will be responsible for labor, equipment and supplies to provide services described herein.

Any defective work or materials, nonconformance to RFP requirements, labor, res

within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E/erify pr





## RFP 241900Micro Market Services

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

Provide (attach additional sheets of paper if needed):

1. A brief description of your company and any parent company
2. Names, job titles, and descriptions of duties of proposed key personnel who would responsibility for the scope of work
3. A list of at least 3 current accounts of similar scope and size to the College, account point of contact information, account location, and location
4. Locations of office(s) that would service this contract
5. List of subcontractor(s) and the portion of work the subcontractor(s) perform
6. Refund methodology

Proposal Form  
RFP 241900Micro Market Services

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

Commission percentage to be paid to the College for all gross sales: \_\_\_\_\_%

List proposed Micro Market Products and Proposed Prices (attach additional sheets if needed):

Schedule A -Equipment  
RFP 241900Micro Market Services

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



State of Alabama  
Disclosure Statement

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Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

                    

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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public



RE: Gadsden State 241900 Micro Market Services

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

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

Before me, a notary public, personally appeared \_\_\_\_\_ (print name), who being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.  
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_  
Signature of Affiant