CITY OF OLEAN YOUTH & RECREATION DEPARTMENT VENDING MACHINE OPERATION

The City of Olean Youth & Recreation Department is requesting proposals for the vending machines at the William O. Smith Recreation Center, John J. Ash Community Center, and Olean Municipal Building. Vending specifications can be obtained at the City of Olean Auditor's Office, Room 109 in the Olean Municipal Building, P.O. Box 668, Olean, New York 14760. Proposals will be accepted until 5 p.m. on Friday, June 23, 2017 at the Auditor's Office in a sealed envelope with a non-collusion affidavit of prime bidder enclosed. If you have questions, please call 716-376-5666. The City of Olean reserves the right to reject any and all bids or to accept bids on certain items only and to waive any informality contained in said bid or bids.

Youth & Recreation Department

VENDING FOR CITY OF OLEAN YOUTH & RECREATION DEPARTMENT FACILITIES REQUEST FOR BIDS

The Youth & Recreation Department is requesting proposals for the vending machine operation at the William O. Smith Recreation Center, John J. Ash Community Center and Olean Municipal Building. Vending right and requirements shall include:

- 1. Vendor to exclusively provide vending machines as described below upon location's business premises as agreed to with Youth & Recreation Department to include:
 - a. William O. Smith Recreation Center
- Six machines in lobby area
- b. John J. Ash Community Center

One machine in lobby area Two machines in lobby area

- c. Olean Municipal Building
- 2. The term of the agreement shall be for a one year period from September 1, 2017 through August 31, 2018. Contract can be terminated by either party with sixty day notification in writing or extended another year if agreed to by both parties.
- 3. Vendor shall be responsible for installing and maintaining vending equipment, which reasonably meets the location's needs. Vendor shall remain the sole owner of all equipment. Location will provide all utilities including necessary water and electrical lines. Location shall also dedicate appropriate space for vendor's equipment. Both parties hereto shall be responsible for loss or damage to their respective property.
- 4. The vendor shall maintain liability insurance. The vendor agrees to indemnify and hold the City, its officials, agents, and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the vendor.
- 5. Vendor is to ensure product variety and will attempt to meet the location's needs and offer products of location's choice.
- 6. All machines should have multi-pricing and accept dollar bills. They should all have account meters. Vendor should also provide immediate refund if machine does not operate properly.
- 7. All service to machines should be made within 24 hour notification to vendor. Machines should be maintained twice weekly and more if required due to high volume use.
- 8. During down time, machines should be emptied of old product.

- 9. Vending monies from the William O. Smith Recreation Center are to be counted with the Recreation Center Manager or a designated Recreation Center employee. Monies from the John J. Ash Community Center to be counted with the Assistant Manager at the facility and at the Municipal Building by the City Clerk's office or other designated Municipal Building employee.
- 10. Commission check is to be submitted to the Youth & Recreation Department by the 10th of each month for the preceding month for the machines at the William O. Smith Recreation Center and the John J. Ash Community Center. A separate commission check for the vending machines at the Olean Municipal Building should be submitted to the City of Olean Auditor's Office (check made out City Building Employee Fund) by the 10th of each month for the preceding month for the machines at the Olean Municipal Building.

Proposals should be submitted to the City of Olean Auditor's Office, Room 109 of the Olean Municipal Building, Olean, New York 14760, with a non-collusion affidavit of prime bidder enclosed. These will be received until 5:00 p.m. on **June 23, 2017**. The Vendor will begin the concession September 1, 2017. The City of Olean reserves the right to reject any or all bids or to accept bids on certain items only and to waive any informality contained in said bid or bids.

VENDING FOR CITY OF OLEAN DIVISION OF YOUTH & RECREATION PROPOSAL FORM

Machine to be Provided	Price	Commission
Food & Drink Machines (Recreation Cent	er)	
Hot Food		
Cold Food		
Hot Beverage		
Cold Beverage		
Candy		
Ice Cream		
Cold Drink Machine (John J. Ash Commu	unity Center)	
Food & Drink Machines (Municipal Build		
If you wish to give one over-all commission Overall commission to be given on all mat		cate below:
Name		
Company Name		
Address		
Telephone	Date	

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of New York) Cattaraugus County) ss:

_____, being first duly sworn, deposes and says that:

- (Company Representative)
 - 1. He is (owner, partner, officer, representative or agent) of (Company Name) ________, the Bidder that has submitted the attached Bid;
 - 2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
 - 3. Such Bid is genuine and is not a collusive or sham Bid;
 - 4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Olean or Division of Youth & Recreation or any person interested in the proposed contract; and
 - 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

Signed _____

(Company Representative)

Subscribed and sworn to before me this _____ day of _____, ____

Notary Public