



COUNTY OF ORANGE

County Executive Office - CPO
PROCUREMENT SERVICES
400 West Civic Center Drive
Santa Ana, CA
92701

Date: Wednesday, June 3, 2026

INVITATION FOR BIDS

FOR: IFB -017-3016702-JC - VENDING MACHINES AND SERVICES

BID MUST BE RECEIVED BEFORE:

July 1, 2026 / 2:00 pm

IFB # IFB -017-3016702-JC - Vending Machines and Services

Procurement Services Regular Office Hours:

8:00 AM to 5:00 PM
Monday through Friday

The office is closed between 12:00 PM and 1:00 PM

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D - Attachment D - Machine Locations and Type

E - IFB-017-3016702-JC - FINAL- MODEL CONTRACT - VENDING MACHINES AND SERVICES

SECTION 1. General Information

1.1 IMPORTANT NOTICE

The County has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Procurement Agent (DPA), Contract Expiration, via the County's online bidding system.

1.2 CLARIFICATION/INTERPRETATION

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's online bid system. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the County DPA. All addenda will be submitted and posted on the County's online bidding system. It is the responsibility of each Bidder to periodically check the County's online bidding system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

All questions or requests for interpretation must be received by Wednesday, June 17, 2026 before 2:00 pm.

1.3 COMMUNICATION

Bidders are not to contact other County personnel with any questions or clarifications concerning this Invitation for Bid (IFB). All questions regarding this solicitation must be submitted via the Question & Answer section of this solicitation within the County's eProcurement Portal at: <https://procurement.opengov.com/portal/ocgov>. Any County response relevant to this IFB other than through or approved by County is unauthorized and will be considered invalid.

County's Deputy Procurement Agent, Contract Expiration, cpocontracts@ocgov.com, will provide all official communication concerning this IFB.

1.4 BID VALIDITY

Bids will be valid for a period of 365 days after IFB closing date.

1.5 LOBBYISTS

County of Orange does not require and neither encourages or discourages the use of lobbyists or other consultants for the purpose of securing business.

ORANGE COUNTY BOARD OF SUPERVISORS AND COUNTY AGENCY OFFICERS

Board of Supervisors

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Janet Nguyen, First District
Vicente Sarmiento, Second District
Donald P. Wagner, Chairman, Third District
Doug Chaffee, Vice Chairman, Fourth District
Katrina Foley, Fifth District

County Agency Officers

Claude Parrish, Assessor
Hugh Nguyen, Clerk-Recorder
Todd Spitzer, District Attorney-Public Administrator
Don Barnes, Sheriff-Coroner
Shari L. Freidenrich, Treasurer-Tax Collector
Andrew Hamilton, Auditor-Controller

SECTION 2. General Instructions

2.1 REVIEW

Before submitting a bid, Bidders shall carefully review the General Instructions and examine the solicitation contents, including the Model Contract Terms, Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract. The Model Contract contained in this solicitation is the Contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit Contract for execution.

2.2 RESPONSIVENESS

Responsive bids shall include completed submittals/attachments provided in the Vendor Responses.

2.3 BID SUBMISSION

Electronic Bids shall be submitted via the County's online bidding system via the following link <https://procurement.opengov.com/portal/ocgov>. All required sections of the IFB as listed above, must be submitted via the County's eProcurement Portal. Bidder is solely responsible for "on time" submission of their electronic bid. The County will not accept late bids and no exceptions shall be made. County will only receive those bids that were transmitted successfully.

Note: Electronic Bids cannot be viewed by County until after the solicitation deadline. If you encounter any problems with your registration, system, bid submission, or other system issues, please contact OpenGov's support staff via the live chat option or via email at procurement-support@opengov.com.

2.4 AWARD

Upon recommendation of Contract award, Bidder will be required to submit the following documents within seven (7) days of County notification, unless otherwise specified in the solicitation:

- A. Insurance: Certificate(s) of Insurance, including additional Insured Endorsement(s); refer to Model Contract, Article-Insurance
- B. W-9 Form: Current signed W-9 (Taxpayer ID No & Certification), which includes Contractor's Legal Business Name(s). Out of State Vendors are required to submit a 587/590 Form.

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2.5 PRICING

- A. **Bid Prices:** The bid prices quoted on this solicitation shall be firm for the entire contract term of the awarded Contract.
- B. **Addenda:** Bid prices offered shall reflect all addenda issued by County.
- C. **Scope of Work:** Bids shall be submitted only for the items and/or services as stated in the Scope of Work, Attachment A of Model Contract; bids for other than the items and/or services listed will not be considered.
- D. **Firm Prices:** The County will only consider firm price bids.
- E. **Profit:** The net amount of profit will remain firm for the entire term of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
- F. **Price Decreases:** All price/rate decreases will automatically be extended to the County. Please reference Paragraph – Price Increase/Decrease provision for additional information.
- G. **Acceptance:** Bids must be provided for each item separately, “**all-or-none**” bids will not be accepted unless in the best interest of the County.

2.6 NO SUBSTITUTIONS

The bidder is required to meet all specifications and requirements contained in this solicitation. No substitutions will be accepted, unless prior County written approval is received.

2.7 DISCREPANCIES

Bidder shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.

2.8 BID EXPENSES

The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

- A. Preparing its bid in response to this IFB.
- B. Submitting that bid to the County.
- C. Negotiating with the County any matter related to the bid; and,
- D. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.

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2.9 ACCEPTANCE/REJECTION/AWARD

- A. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- B. The lowest responsive, responsible Bidder will be recommended for contract award.
- C. Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- D. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- E. **Please take notice, non-acceptance of the County of Orange terms and conditions, incorporated in model contract, may deem a bid non-responsive. County may not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- F. Final award determination shall be based upon the lowest responsive, responsible bid, and may also include a review of Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions.
- G. By submitting a response to this solicitation, Bidders agree to accept the decision of the County DPA as final.
- H. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

2.10 RIGHTS RESERVED TO COUNTY

The County reserves the right to:

- A. Request a sample for determining equality with the specified brand.
- B. Waive, at its discretion, any non-material defects, irregularity, or informality, which County deems correctable or otherwise not warranting rejection of the bid that do not result in any unfair competitive advantage.
- C. Verify and validate any information prior to Contract Award and during the entire term of the Contract.
- D. Make multiple awards to Bidders for services requested in this solicitation, at its sole discretion, to serve the best interests of the County
- E. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require.
- F. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County.

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- G. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation.
- H. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the County.
- I. Defer award of this Contract for a period of 90 days after the Bid opening. During this period of time, Bidders shall guarantee the prices quoted in their Bids. County and the lowest responsive, responsible Bidder may mutually agree in writing to a longer deferral period.

2.11 JOINT BIDS

Where two or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.

2.12 UNFAIR PRACTICES AND OTHER LAWS

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.

2.13 INDEPENDENCE OF BID

By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

2.14 AMERICANS WITH DISABILITY ACT (ADA)

To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.

2.15 DUNS NUMBER

The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your bid submission response.

2.16 UNIQUE ENTITY IDENTIFIER NUMBER (UEI)

The County requires a valid UEI number prior to Contract Award. If needed, your company may obtain one at no cost at www.usfcr.com. If you are unable to provide/obtain a UEI number, please indicate so in your bid submission response.

SECTION 3. Protest Procedures

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Any actual or prospective bidder or respondent who alleges an error or impropriety in the solicitation or award of a contract may submit a grievance or protest to Contract Expiration at cpocontracts@ocgov.com, as set forth herein.

PROTEST PROCEDURES

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or the protestor's representative;
- C. The solicitation or contract number;
- D. A detailed statement of the legal and/or factual grounds for the protest; and,
- E. The form of relief requested.

Protest of Solicitation Specifications:

- A. All protests related to solicitation specifications must be submitted to the **Deputy Procurement Agent (DPA), Contract Expiration at cpocontracts@ocgov.com**, no later than five (5) business days prior to the Closing Date of the solicitation. Protests received after the five (5) business-day deadline will not be considered by the County.
- B. In the event the protest of specifications is denied, and the protestor wishes to continue in the solicitation process, the protestor must still submit a bid/response prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in this solicitation.

Protest of Award of Contract:

- A. Protests related to the award of a contract must be submitted to the **Deputy Procurement Agent, Contract Expiration at cpocontracts@ocgov.com**, no later than five (5) business days after the Notice of Solicitation Ranking Results is provided by the DPA.
- B. Protests relating to a proposed contract award received after the five (5) business day deadline will not be considered by the County.
- C. If the five (5) business day period expires without the receipt of a protest, the department may move forward with the contract award or if necessary, file the item for approval by the Board of Supervisors.

Protest Process

- A. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the DPA issues a decision on the protest.
- B. Upon receipt of a timely protest, the DPA will, within ten (10) business days of receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

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- C. The County may, after providing written justification, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- D. If the protestor disagrees with the decision of the DPA, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

APPEALS PROCESS

- A. If the protestor wishes to appeal the protest decision of the Deputy Procurement Agent, the protestor must submit, within three (3) business days from receipt of the Deputy Procurement Agent's decision, a written appeal to the Office of the County Procurement Officer.

Written appeals must be sent by mail to the address below with a courtesy copy by email:

County of Orange/County Executive Office

County Procurement Office

400 W. Civic Center Drive, 5th Floor

Santa Ana, CA 92701

Attn: County Procurement Officer

CPOAppeals@ceo.oc.gov

- B. Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the appeal, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.
- C. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

SECTION 4. Scope of Work

4.1 GENERAL INFORMATION

The County of Orange is comprised of 22 departments and employs over 18,000 staff across a wide range of operations and facilities throughout the County. The County's core services include public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services, and aviation operations. The County is seeking proposals from qualified firms to provide Vending Machine Services through a Regional Cooperative Agreement (RCA). The resulting RCA will be available for use by County departments and agencies for the provision, installation, stocking, maintenance, and servicing of vending machines at various County locations.

The County requires Contractors to provide dependable and modern equipment, quality food and beverage product offerings, consistent stocking practices, responsive maintenance and repair services, and strong customer service support to ensure reliable vending operations for County employees and visitors.

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4.2 SCOPE OF WORK

A. General Requirements

1. Contractor shall provide comprehensive vending machine services for County facilities identified in Attachment D - Machine Locations and Types, as well as any additional locations added during the term of the Contract. Services shall include furnishing, installation, stocking, servicing, maintenance, repair, replacement, relocation, and removal of vending machines and related equipment.
2. All vending machines and related equipment provided under this Contract shall remain the property of the Contractor.
3. Contractor shall provide vending machines capable of accepting both cash payments, including bill validation and change-making functionality, and electronic payment methods, including credit/debit card transactions. County may also request cashless vending machines that accept electronic payment methods only.
4. Contractor shall provide dependable, responsive, and professional vending services to ensure vending machines remain fully operational, adequately stocked, clean, sanitary, safe, and accessible to County employees and visitors at all times.
5. Contractor shall provide all labor, supervision, transportation, equipment, stocking, maintenance, repair, replacement parts, cleaning, refrigeration components, electronic payment systems, telemetry systems, installation, removal, and all other materials and services necessary for the full operation of vending machines and related equipment under the Contract.
6. County shall not incur additional charges for standard machine operation, payment processing equipment, telemetry systems, maintenance, stocking, or replacement of defective equipment unless otherwise approved in writing by County.
7. Contractor shall comply with all reporting, revenue-sharing, reconciliation, and payment requirements identified in the Attachment B - Revenue Schedule attachment associated with the Contract.
8. Contractor shall promptly notify County of any significant supply chain disruptions, product shortages, delivery delays, or other operational issues that may impact vending operations, product availability, or Contractor's ability to perform services under the Contract.
9. Contractor shall be responsible for all costs, losses, cleanup, disposal, and product replacement associated with refrigeration failure, spoiled products, contaminated products, or food safety incidents related to vending operations under the Contract.
10. Contractor shall ensure vending machines are installed, maintained, and operated in locations and configurations that comply with all applicable Americans with Disabilities Act (ADA) accessibility requirements.
11. Contractor shall make reasonable efforts to maintain vending services during emergencies, natural disasters, labor shortages, supply chain disruptions, utility interruptions, or other operational disruptions affecting County facilities or Contractor operations.

B. Products

1. Contractor shall provide a variety of quality food, beverage, coffee, snack, and personal convenience products through vending machines located at County facilities. Products may include, but are not limited to:
 - a. Cold beverages

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- b. Bottled water
 - c. Juice products
 - d. Milk and dairy alternative beverages
 - e. Sports drinks
 - f. Energy drinks
 - g. Coffee energy beverages
 - h. Ready-to-drink coffee beverages
 - i. Hot coffee and specialty coffee beverages
 - j. Hot chocolate and tea beverages
 - k. Candy products
 - l. Chips and savory snack products
 - m. Cookies and cracker products
 - n. Nutritional and healthy snack products
 - o. Protein bars and granola bars
 - p. Nut, trail mix, and dried fruit products
 - q. Refrigerated food items
 - r. Microwaveable food items
 - s. Fresh food products
 - t. Personal hygiene and convenience products
2. County reserves the right to request healthier food and beverage options at selected locations, including low-sodium, low-sugar, low-calorie, organic, high-protein, or nutritionally balanced products.
 3. Contractor shall supply recognized national brand-name packaged products unless otherwise approved by County. Brand names identified within the pricing sheet are intended to establish the level of quality and product preference desired by County. Equivalent products of equal or greater quality may be proposed subject to County approval.
 4. All products shall be maintained in safe, clean, sanitary, and commercially acceptable condition at all times. Products shall not be expired, damaged, dented, opened, spoiled, contaminated, or otherwise unsuitable for consumption or use.
 5. All applicable Federal, State, and Local Health Code requirements shall be followed for the storage, handling, transportation, dispensing, and sale of food and beverage products.
 6. All perishable products shall be clearly date-coded and removed or replaced prior to expiration.

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7. Contractor shall immediately remove spoiled, expired, damaged, recalled, or otherwise unsafe products upon discovery or notification by County.
8. Certain County facilities may require security-approved, facility-approved, or restricted products and packaging. Contractor shall comply with all site-specific security, safety, and operational requirements, including restrictions related to packaging materials, product contents, product sizes, or allowable items as directed by County.

C. Product Availability and Restocking

1. Contractor shall regularly service and restock vending machines to maintain adequate inventory levels and product variety at all times.
2. Contractor shall monitor inventory levels, sales activity, and usage trends to minimize outages and ensure product availability based on the operational needs of each County location.
3. Contractor shall ensure vending machines are stocked with fresh, properly stored, and commercially acceptable products during each service visit.
4. Contractor shall be available seven (7) days per week for restocking, maintenance, and service as necessary.
5. Contractor shall restock vending machines within twenty-four (24) hours of notification by County or upon identification of low inventory levels by Contractor.
6. Contractor shall make reasonable efforts to maintain continuous product availability and shall promptly replace products that are unavailable, discontinued, damaged, expired, or otherwise unsuitable for sale.
7. Contractor shall coordinate with the applicable County department or agency regarding stocking schedules, product preferences, machine usage trends, and operational concerns as requested by County.

D. Delivery and Transportation

1. Contractor shall maintain sufficient personnel, vehicles, equipment, inventory, and operational resources necessary to support all County locations under the Contract.
2. Contractor shall maintain a fleet of properly licensed, insured, and adequately equipped vehicles capable of transporting vending equipment, products, replacement parts, supplies, and materials necessary to support installation, restocking, maintenance, repair, and removal services.
3. All service vehicles shall be maintained in safe operating condition and equipped with mobile communication capabilities necessary to ensure timely response to County service requests.
4. Contractor shall ensure deliveries, restocking activities, and service operations are performed in a safe and professional manner that minimizes disruption to County operations, employees, visitors, and facility access.
5. Contractor shall be responsible for all transportation, fuel, labor, supervision, loading, unloading, delivery, and other transportation-related costs associated with services provided under the Contract.
6. Contractor shall coordinate delivery schedules, site access requirements, parking limitations, loading/unloading procedures, and service access with the applicable County department or agency.
7. Contractor shall maintain adequate staffing and delivery coverage seven (7) days per week to support restocking, maintenance, emergency service calls, and operational continuity.

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8. Contractor shall comply with all applicable Federal, State, and Local transportation, safety, and vehicle operation requirements while performing services under the Contract.

E. Vending Machines and Equipment

1. All vending equipment provided under this Contract shall be new or refurbished within the last three (3) years and maintained in clean, safe, fully operational, and good working condition throughout the Contract term.
2. All vending machines shall:
 - a. Include operational electronic payment capabilities
 - b. Include bill validation and change-making functionality where cash payments are accepted
 - c. Display the Contractor's company name and toll-free customer service telephone number in a visible location
 - d. Include visible machine serial numbers or other unique equipment identifiers
 - e. Comply with all applicable Federal, State, and Local health, safety, electrical, and ADA accessibility requirements
 - f. Maintain proper refrigeration and food storage temperatures where applicable
 - g. Be properly illuminated and maintained in a clean and professional appearance
3. Energy-efficient equipment is preferred whenever available.
4. Contractor shall ensure vending machines remain fully operational, adequately stocked, sanitary, and accessible during the Contract term.
5. Contractor shall obtain prior written approval from County before replacing, relocating, upgrading, removing, or otherwise changing equipment installed at any County location.
6. Contractor shall ensure all electronic payment systems, telemetry systems, and related technology comply with applicable Payment Card Industry Data Security Standards (PCI-DSS) and all applicable laws related to payment processing, cybersecurity, and consumer data protection.
7. Contractor shall be responsible for all maintenance, repairs, replacement parts, software updates, payment system functionality, and equipment servicing necessary to maintain continuous operation of vending machines under the Contract.

F. Installation, Removal, and Relocation

1. Contractor shall be responsible for all labor, supervision, transportation, equipment, materials, tools, permits, and costs associated with the delivery, installation, relocation, replacement, servicing, and removal of vending machines and related equipment under the Contract.
2. Contractor shall coordinate all installation, removal, relocation, replacement, and service activities with the applicable County department or agency prior to performing work at County facilities.
3. Contractor shall install, remove, relocate, or replace vending equipment within five (5) Business Days of receiving written notification from County unless otherwise approved in writing by County.

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4. Upon expiration, cancellation, or termination of the Contract, Contractor shall remove all vending machines, products, and related equipment from County facilities within three (3) Business Days unless otherwise directed by County.
5. Contractor shall be responsible for any damage caused to County facilities, flooring, walls, elevators, doorways, utilities, sidewalks, or other County property resulting from installation, servicing, relocation, replacement, or removal of equipment.
6. Contractor shall restore affected work areas to their original condition upon completion of installation, relocation, servicing, or removal activities.
7. Contractor shall maintain safe and unobstructed access routes during installation and removal activities and shall comply with all applicable County site access, security, and safety requirements.
8. Contractor shall cooperate with County and any replacement vendor to ensure an orderly transition of services with minimal disruption to County operations.

G. Maintenance and Repair

1. Contractor shall maintain all vending machines and related equipment in clean, sanitary, safe, fully operational, and good working condition at all times throughout the Contract term.
2. Maintenance services shall include, but not be limited to:
 - a. Routine preventive maintenance
 - b. Cleaning and sanitizing of machines and surrounding service areas
 - c. Repair of malfunctioning equipment
 - d. Replacement of damaged, worn, or defective components
 - e. Removal of graffiti, vandalism, stickers, or debris
 - f. Refrigeration system maintenance and repair
 - g. Electrical and lighting maintenance
 - h. Electronic payment system and telemetry system maintenance
 - i. Software and system updates necessary for machine operation
 - j. Inspection and testing of equipment functionality and safety features
3. Contractor shall provide County with a routine maintenance and cleaning schedule upon request.
4. Contractor shall routinely inspect vending machines to ensure equipment remains operational, sanitary, adequately stocked, properly refrigerated where applicable, and free from damage or safety hazards.
5. Contractor shall respond to non-emergency service calls within four (4) hours of notification by County.
6. Contractor shall respond to emergency service calls within one (1) hour of notification by County.
7. Emergency service calls may include, but are not limited to:
 - a. Refrigeration failure

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- b. Electrical hazards
 - c. Water leakage
 - d. Safety hazards
 - e. Machine tipping or stability concerns
 - f. Payment system failure
 - g. Complete loss of machine functionality or service at a location
- 8. Contractor shall repair or replace malfunctioning vending machines and related equipment within twenty-four (24) hours of notification unless otherwise approved in writing by County.
 - 9. Contractor shall immediately remove from service any vending machine determined to present a health, safety, or operational risk until repairs or replacement have been completed.
 - 10. Contractor shall be responsible for all maintenance, repair, replacement parts, labor, tools, transportation, software updates, and associated costs necessary to maintain continuous operation of vending machines under the Contract.

H. Service Hours

- 1. Contractor shall provide maintenance, repair, delivery, and restocking services between the hours of 8:00 AM and 5:00 PM Pacific Time, seven (7) days per week, unless otherwise approved by County.
- 2. Contractor shall maintain sufficient staffing, supervision, vehicles, equipment, inventory, and communication capabilities necessary to support County service requirements and maintain operational continuity at all County locations.
- 3. All service vehicles shall be properly maintained, adequately equipped, and equipped with mobile communication capabilities necessary to ensure timely response to County service requests.
- 4. Contractor shall maintain the capability to respond to emergency service calls, equipment failures, refrigeration issues, payment system failures, and other urgent operational issues during service hours.
- 5. Contractor shall coordinate service schedules, site access requirements, and after-hours access procedures, where applicable, with the appropriate County department or agency.
- 6. Contractor shall perform all services in a safe and professional manner that minimizes disruption to County operations, employees, visitors, and facility access.

I. Collection of Funds

- 1. Contractor shall be solely responsible for the collection, handling, security, reconciliation, and deposit of all revenue generated from vending machines and related equipment under the Contract.
- 2. Collection activities shall be conducted during each facility's normal business hours unless otherwise approved by County.
- 3. Contractor shall maintain proper safeguards, security measures, and internal controls for the handling, transportation, collection, and reconciliation of funds.
- 4. Contractor shall ensure all collection activities are performed in a safe, professional, and secure manner that minimizes disruption to County operations and facility access.

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5. Contractor shall be responsible for any loss, theft, or discrepancies associated with vending machine revenue collection activities.
6. Contractor shall maintain accurate financial and collection records related to vending machine operations and shall provide supporting documentation to County upon request.

J. Refunds

1. Contractor shall provide refunds to individuals who lose money due to vending machine malfunction, payment processing failure, or product dispensing failure.
2. Contractor shall maintain a cash refund fund at each County location in the amount of ten dollars (\$10.00), consisting of coins and small denominations, unless otherwise approved in writing by County.
3. Where multiple vending areas exist within a single facility, County may require separate refund funds for each vending area or designated location.
4. Contractor shall replenish refund funds during each service visit or as otherwise necessary to maintain the required refund balance.
5. Contractor shall coordinate with the designated County point of contact at each location regarding refund procedures, refund tracking, reconciliation, and replenishment activities.
6. Contractor shall maintain accurate records of refund requests, refunds issued, and refund fund replenishments and shall provide documentation to County upon request.
7. Contractor shall respond promptly to refund-related complaints or issues reported by County or vending machine users.

K. Reporting Requirements

1. Contractor shall provide monthly electronic reports to County Procurement Office (CPO) in accordance with the reporting requirements set forth in Attachment B - Revenue Schedule. Reports shall be submitted no later than the fifteenth (15th) calendar day of each month for the previous month's activity.
2. Reports shall include, at a minimum:
 - a. Location name
 - b. Vending machine serial number or equipment identifier
 - c. Type of vending machine
 - d. Product categories sold
 - e. Gross sales by machine
 - f. Number of products sold
 - g. Out-of-service incidents or equipment downtime, if applicable
 - h. Commission or revenue-sharing amounts owed to County, if applicable
 - i. Reporting period dates
3. Reports shall be provided in an electronic format acceptable to County, including Microsoft Excel, PDF, or other County-approved format.

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4. County reserves the right to request additional operational, inventory, maintenance, usage, sales, telemetry, or performance reports during the term of the Contract.
5. Contractor shall maintain accurate and complete records related to vending machine operations, sales activity, maintenance, service calls, refunds, and commission calculations and shall provide supporting documentation to County upon request.
6. Contractor shall provide and maintain the quantity, type, and product mix of vending machines requested by County based on operational needs, facility usage, and available space at each location.

L. Site Access and Security

1. Contractor personnel shall comply with all County security procedures, identification requirements, facility access rules, and site-specific operational requirements while performing services under the Contract.
2. County reserves the right to require background checks, security clearances, escort requirements, badging, or other security measures for Contractor personnel accessing designated facilities.
3. Contractor shall ensure personnel conduct themselves in a professional manner while on County property.

M. Personnel Requirements

1. Contractor shall provide qualified, trained, and properly supervised personnel to perform services under the Contract.
2. Contractor personnel shall maintain professional appearance and conduct while performing services at County facilities.
3. County reserves the right to request removal of Contractor personnel whose conduct, performance, or behavior is deemed unacceptable by County.

N. Sustainability / Recycling

1. Contractor is encouraged to utilize environmentally responsible practices, including energy-efficient equipment, recyclable packaging, reduced waste practices, and environmentally preferable products whenever feasible.

O. Product Substitutions

1. Contractor shall notify County of significant product substitutions, discontinued products, or supply shortages affecting vending operations.
2. Substitute products shall be of equal or greater quality and subject to County approval upon request.

P. Product Pricing / Price Visibility

1. Product pricing shall be clearly displayed on or within each vending machine.
2. Contractor shall ensure advertised pricing matches the amount charged at the point of sale.

Q. Machine Downtime Escalation

1. County reserves the right to require replacement of vending equipment that experiences repeated service interruptions, operational failures, or maintenance issues.

R. Product Rotation / Variety

Services

1. County reserves the right to request reasonable product rotation, product variety adjustments, or modification of product selections based on facility preferences, sales trends, operational needs, seasonal offerings, or customer demand.
- S. Inspection Rights
 1. County reserves the right to inspect vending machines, products, storage practices, servicing activities, and related operations to ensure compliance with Contract requirements.
- T. Temperature Monitoring
 1. Contractor shall monitor and maintain proper refrigeration and food storage temperatures for all refrigerated vending machines in accordance with applicable Federal, State, and Local health regulations and manufacturer recommendations.

4.3 VENDING MACHINE/DEBIT REQUIREMENTS FOR PROBATION, JUVENILE HALL AND YOUTH GUIDANCE FACILITIES

- A. The Debit Card machines provided to the Probation Facilities Juvenile Hall and Youth Guidance Center shall provide snacks and items of personal hygiene listed in Attachment C, Part II – Product List.
- B. Debit Card machines provided by Contractor shall be operated with Debit Card technology, whereby parents of minors housed at Juvenile Hall and Youth Guidance Center, and authorized by the Probation Department as users of debit cards for Contractor's vending machines, are able to insert such debit cards in lieu of cash, to purchase desired items.
- C. The products to be sold in the vending machine(s) shall be subject to prior inspection and approval by the Probation Department, for reasons of security and safety. Such products shall include, but not limited to, those items listed in Attachment C, Part II – Product List.

4.4 SECURITY REQUIREMENTS

A. Background Checks

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff's facility. The Contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the Contract or prior to the use of any person subsequent to the Contractor's start of work. These information forms will be provided by the County's project manager upon request and will be screened by the County's Probation Department, John Wayne Airport and/or Sheriff's Department, but not limited to these departments. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the County. The County need not give a reason clearance is denied.

B. Performance Requirements

All Contractors' vehicles parked on site shall always be locked and thoroughly secured. All tools and materials shall always remain in contractor's possession and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in facilities or to the escort or Control in the designated facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no Contact, either verbal or physical, with inmates in the facilities.

Services

Contractor's employees shall NOT:

1. Give names or addresses to inmates.
2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate).
3. Disclose the identity of any inmate to anyone outside the facility.
4. Give any materials to inmates.
5. Receive any materials from inmates (including materials to be passed to another individual or inmate). Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each workday.
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time.
3. Report to the control desk upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

SECTION 5. OCLSB and DVBE Preference Policies Certification Requirements

County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Preference Policies Certification Requirements

5.1 OCLSB:

Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

A. Local Business Requirements:

1. Maintains their principal center of operations (i.e. headquarters) within Orange County, and:
2. Has:

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- a. A business address located in the County of Orange that is not a post office box, or
 - b. A valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.
- B. Small Business Requirements:
1. Must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- C. Above requirements must be valid at the time of proposal submittal through the time of award of the contract. The terms and conditions of the contract shall additionally require the contractor to remain in compliance with the Local Business requirements (pursuant to subsection (a) above) through the term of the contract, including any extensions or renewals, and shall provide that contractor's failure to comply may be construed by County as a material breach of the contract.

5.2 DVBE:

Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (A) and (B) below:

- A. Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- B. DGS DVBE requirements must be valid at the time of bid/proposal submittal through the time of award of the contract.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in **COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS** in the VENDOR RESPONSES.

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**

5.3 OCLSB/DVBE CERTIFICATION REQUIREMENTS:

County Of Orange Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certification Requirements

- A. To participate as an OCLSB and/or DVBE the following requirements must be met:
 1. Must be certified with State of California the Department of General Services (DGS) as a Small Business. - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 2. Must be certified with DGS as a DVBE. - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 3. Maintains their principal center of operations (i.e. headquarters) within Orange County.

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4. Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
5. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response.

B. OCLSB or DVBE Preference provides for the following:

1. Invitation for Bid – IFB

A five percent (5%) deduction in the original bid price shall be applied to all confirmed OCLSB or DVBE bidders for evaluation purposes. If the lowest bidder is a certified OCLSB or DVBE bidder, the contract will be awarded at the certified OCLSB or DVBE's original bid price. The maximum allowable preference deduction is \$100,000.

2. Request for Proposal - RFP

- a. No Cost - Any Request for Proposals that does not include cost as a scoring criteria shall instead apply the five percent (5%) or eight percent (8%) preference percentage pursuant to the eligibility requirements above to a scoring criteria in the RFP that makes up no more than twenty percent (20%) of the total RFP.
- b. With Cost - An additional five percent (5%) shall be applied to the total cost of each certified OCLSB or DVBE to obtain their final score. If the final score of any OCLSB or DVBE matches the final score of a respondent who is not an OCLSB or DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs and/or DVBEs have the same final score, the County shall determine the contract award based on the County's best interests. Notwithstanding these preference procedures, the Orange County Board of Supervisors reserves the right to award contracts in any other permissible manner in consideration of the County's best interests.

C. Dual OCLSB and DVBE Preference provides for the following:

1. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%.

D. Subcontractors

If bidder is submitting subcontractors to qualify for the OCLSB or DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the OCLSB and/or DVBE subcontractor(s).

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**

SECTION 6. Electronic Fund Transfer (EFT)

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If awarded, the County offers Bidder the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. A copy of the EFT form is attached as an Exhibit to this solicitation.

SECTION 7. Pricing**COLD DRINKS**

Brand names identified within this pricing sheet are intended to establish the level of quality, product preference, packaging, performance, and service expectations desired by County. Proposed substitute or equivalent products must be of equal or greater quality and comparable brand recognition, packaging size, product type, and functionality, subject to County approval. Generic, off-brand, inferior, discontinued, or substantially different substitute products may be rejected by County.

Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
1	Coke Products: Coke, Diet Coke, Coke Zero	1	12 oz. Can		
2	Coke Products: Coke, Diet Coke, Coke Zero	1	20 oz. Bottle		
3	Pepsi Products: Pepsi, Diet Pepsi, Pepsi Zero Sugar	1	12 oz. Can		
4	Pepsi Products: Pepsi, Diet Pepsi, Pepsi Zero Sugar	1	20 oz. Bottle		
5	Tropicana Juice Products (including Orange Juice, Cranberry Juice, and assorted flavors)	1	10 oz Bottle		
6	Minute Maid Juice Products (including Orange Juice, Cranberry Juice, and assorted flavors)	1	10 oz Bottle		
7	Langers Juice Products (including Orange Juice, Cranberry Juice, and assorted flavors)	1	16 oz Bottle		
8	Whole Milk: Horizon, Alta Dena	1	8 oz Carton/Bottle		
9	2% Reduced Fat Milk: Horizon, Alta Dena	1	8 oz Carton/Bottle		

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Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
10	Nonfat Milk: Horizon, Alta Dena	1	8 oz Carton/Bottle		
11	Chocolate Milk: Horizon, TruMoo	1	8 oz Carton/Bottle		
12	Protein Milk Beverage: Fairlife Core Power	1	14 oz Bottle		
13	Dairy Alternative Beverage: Almond, Oat, or Soy Milk	1	8 oz Carton/Bottle		
14	Dasani or Aquafina Water	1	20 oz Bottle		
15	Snapple Tea Products	1	16 oz Bottle		
16	Lipton Tea Products	1	16 oz Bottle		
17	Nestea Tea Products	1	16 oz Bottle		
18	Gatorade or Propel Sports Drinks	1	20 oz Bottle		
19	Monster, or Rockstar Energy Drinks	1	16 oz Can		
20	Red Bull Energy Drink	1	8 oz Can		
21	Celsius Energy Drink	1	12 oz Can		
22	Ready-to-Drink Coffee Beverages: Starbucks, Dunkin, La Colombe	1	13.7 oz Bottle		
23	Coffee Energy Drinks: Starbucks Triple Shot, Monster Java, Black Rifle, La Colombe	1	15 oz Can/Bottle		
TOTAL					

SNACKS

Brand names identified within this pricing sheet are intended to establish the level of quality, product preference, packaging, performance, and service expectations desired by County. Proposed substitute or equivalent products must be of equal or greater quality and comparable brand recognition, packaging size,

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product type, and functionality, subject to County approval. Generic, off-brand, inferior, discontinued, or substantially different substitute products may be rejected by County.

Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
1	Hershey Candy Products: Hershey's, Reese's Peanut Butter Cups, Kit Kat, Almond Joy, York Peppermint Patties	1	Standard Single-Serving Package/Bar		
2	Mars Candy Products: Snickers, Twix, Milky Way, M&M's, Skittles, Starburst	1	Standard Single-Serving Package/Bar		
3	Nestlé/Ferrero Candy Products: Butterfinger, Baby Ruth, Crunch, Raisinets, 100 Grand	1	Standard Single-Serving Package/Bar		
4	Wrigley Gum Products: Doublemint, Spearmint, Juicy Fruit, Big Red	1	Standard Pack - 5 Sticks		
5	Lifesavers Candy Products: Peppermint, 5 Flavors, Wint-O-Green	1	Standard Package		
6	Corn Nuts Snack Products: Assorted Flavors	1	1.5 oz Package		
7	Savory Snack Products: Pork Rinds, Cheese Crackers	1	Standard Single-Serving Package		
8	Frito-Lay Snack Products: Lay's, Doritos, Cheetos, Ruffles, SunChips	1	1.75 oz Package		
9	Snyder's Pretzel Products	1	1.75 oz Package		
10	Hostess Snack Products: Cup Cakes, Donettes, Fruit Pies	1	Standard Single-Serving Package		

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Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
11	Nabisco Cookie and Cracker Products: Chips Ahoy, Oreo, Ritz, Wheat Thins	1	Standard Single-Serving Package		
12	Keebler Cookie and Cracker Products: Cheez-It, Club Crackers, Fudge Stripes	1	Standard Single-Serving Package		
13	Popcorn Products: SkinnyPop, Smartfood, Act II	1	Standard Single-Serving Package		
14	Pop-Tarts Products: Assorted Flavors	1	Standard Twin Pack		
15	Nut and Trail Mix Products: Wonderful Pistachios, Blue Diamond Almonds, Planters, Trail Mix	1	2 oz Bag		
16	Protein and Nutritional Bars: Quest, KIND, Clif Bar, ONE Bar	1	Standard Single-Serving Bar		
17	Healthy Snack Products: Veggie Chips, Protein Chips, Granola Bars, Dried Fruit Snacks	1	Standard Single-Serving Package		
TOTAL					

FOOD

Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
1	Refrigerated Sandwiches and Wraps	1	Each		
2	Refrigerated Salads and Fresh Meals	1	Each		
3	Protein Snack Packs and Healthy Snack Kits	1	Each		

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Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
4	Yogurt, Cheese, and Fresh Snack Products	1	Each		
5	Fresh Fruit and Vegetable Snack Products	1	Each		
6	Frozen or Microwaveable Meals	1	Each		
7	Breakfast Food Products	1	Each		
8	Soup, Oatmeal, and Convenience Cup Meals	1	Each		
9	Healthy, Organic, or Specialty Dietary Food Products	1	Each		
TOTAL					

COFFEE

Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
1	Regular Coffee	1	8 oz Cup		
2	Decaffeinated Coffee	1	8 oz Cup		
3	Dark Roast Coffee	1	8 oz Cup		
4	Flavored Coffee: French Vanilla, Hazelnut	1	8 oz Cup		
5	Espresso	1	8 oz Cup		
6	Americano	1	8 oz Cup		
7	Cappuccino	1	8 oz Cup		
8	Latte	1	8 oz Cup		
9	Mocha	1	8 oz Cup		

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Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
10	Vanilla Latte	1	8 oz Cup		
11	Caramel Latte or Caramel Macchiato	1	8 oz Cup		
12	Hot Chocolate	1	8 oz Cup		
13	Chai Tea Latte	1	8 oz Cup		
14	Black Tea	1	8 oz Cup		
15	Green Tea	1	8 oz Cup		
16	Herbal Tea	1	8 oz Cup		
TOTAL					

PERSONAL PRODUCTS

Brand names identified within this pricing sheet are intended to establish the level of quality, product preference, packaging, performance, and service expectations desired by County. Proposed substitute or equivalent products must be of equal or greater quality and comparable brand recognition, packaging size, product type, and functionality, subject to County approval. Generic, off-brand, inferior, discontinued, or substantially different substitute products may be rejected by County.

Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
1	Baby Powder: Johnson & Johnson	1	4 oz Bottle		
2	Bath Soap: Irish Spring Original	1	Standard Bar		
3	Bath Soap: Dove Sensitive Skin	1	Standard Bar		
4	Body Lotion: Jergens, Vaseline	1	8 oz Bottle		
5	Body Wash: Dove Moisturizing	1	12 oz Bottle		
6	Conditioner: Alberto VO5	1	12 oz Bottle		
7	Dental Floss: Reach Waxed	1	Standard Package		

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Line Item	Description	Quantity	Unit of Measure	Proposed Retail Price	Total
8	Deodorant: Shower Fresh Gel	1	2.3 oz		
9	Deodorant: Speed Stick Regular	1	2.25 oz		
10	Hair Gel: LA Looks Mega Hold	1	8 oz Bottle		
11	Shampoo: Head & Shoulders Classic Clean 2-in-1	1	13.5 oz Bottle		
12	Shampoo: Alberto VO5 for Normal Hair	1	12 oz Bottle		
13	Shower Shoes – Men’s (Assorted Adult Sizes)	1	Pair		
14	Shower Shoes – Women’s (Assorted Adult Sizes)	1	Pair		
15	Soap Container	1	Each		
16	Toothbrush: Medium Full Head	1	Each		
17	Toothpaste: Colgate Total Regular	1	4 oz Tube		
18	Comb: Palm Style	1	Each		
19	Playing Cards	1	Deck		
20	Feminine Hygiene Products: Tampons: Tampax, Playtex	1	Single Unit or Small Travel Pack		
21	Feminine Pad Products: Always, Kotex	1	Single Unit or Small Travel Pack		
TOTAL					

COMBINATION OF COLD DRINKS & SNACKS

Pricing for combination cold drink and snack vending machines shall include all equipment, shelving, refrigeration components, electronic payment systems, telemetry systems, stocking, maintenance, servicing, delivery, installation, and operational support necessary for the full functionality of the

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machines. County shall not incur additional charges for standard machine operation, payment processing equipment, telemetry systems, maintenance, or replacement of defective equipment unless otherwise approved in writing by County. County reserves the right to request machine configurations, capacities, and product combinations based on facility operational needs and available space.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Standard Capacity Combination Cold Drink and Snack Vending Machine	1	Machine		
2	High Capacity Combination Cold Drink and Snack Vending Machine	1	Machine		
TOTAL					

COLD DRINKS

Pricing for cold drink vending machines shall include all equipment, refrigeration components, electronic payment systems, telemetry systems, stocking, maintenance, servicing, delivery, installation, and operational support necessary for the full functionality of the machines. County shall not incur additional charges for standard machine operation, payment processing equipment, telemetry systems, maintenance, or replacement of defective equipment unless otherwise approved in writing by County.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Standard Capacity Cold Drink Vending Machine	1	Machine		
2	High Capacity Cold Drink Vending Machine	1	Machine		
TOTAL					

SNACKS

Pricing for snack vending machines shall include all equipment, shelving, electronic payment systems, telemetry systems, stocking, maintenance, servicing, delivery, installation, and operational support necessary for the full functionality of the machines. County shall not incur additional charges for standard machine operation, payment processing equipment, telemetry systems, maintenance, or replacement of defective equipment unless otherwise approved in writing by County.

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Standard Capacity Snack Vending Machine	1	Machine		
2	High Capacity Snack Vending Machine	1	Machine		
TOTAL					

COFFEE

Pricing for coffee and hot beverage machines shall include all labor, equipment, maintenance, servicing, cleaning, ingredients, consumable supplies, and related items necessary for full operation of the machines, including but not limited to cups, lids, sleeves, stir sticks, sweeteners, creamers, filters, napkins, and related supplies. County shall not incur any additional charges for standard consumable supplies necessary for operation of the coffee equipment unless otherwise approved in writing by County.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Standard Coffee and Hot Beverage Machine	1	Machine		
2	Premium Bean-to-Cup Coffee Machine	1	Machine		
3	Speciality Coffee Beverage Machine	1	Machine		
TOTAL					

FOOD

Pricing for food vending machines shall include all labor, equipment, installation, delivery, stocking, refrigeration components, maintenance, cleaning, sanitation, monitoring systems, electronic payment systems, telemetry systems, repair services, removal, and all other materials and services necessary for the full operation of the machines. County shall not incur additional charges for standard machine operation, payment processing equipment, telemetry systems, maintenance, stocking, refrigeration components, sanitation services, or replacement of defective equipment unless otherwise approved in writing by County.

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Refrigerated Food Vending Machine	1	Machine		
2	Frozen or Microwaveable Food Vending Machine	1	Machine		
TOTAL					

PERSONAL PRODUCTS

Pricing for personal product vending machines shall include all equipment, shelving, electronic payment systems, telemetry systems, stocking, maintenance, servicing, delivery, installation, and operational support necessary for the full functionality of the machines. County shall not incur additional charges for standard machine operation, payment processing equipment, telemetry systems, maintenance, or replacement of defective equipment unless otherwise approved in writing by County.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Personal Product Vending Machine	1	Machine		
TOTAL					

SECTION 8. Vendor Responses**8.1 BID VALIDITY: ***

Bids will be valid for a period of 365 days after the solicitation closing date.

☐ Please confirm

*Response required

8.2 CONTRACTOR INFORMATION**8.2.1 Name of Bidder***

Please state the Name of Bidder here.

If Bidder is a corporation, the legal name of the corporation shall be set forth in this section as the Name of Bidder and the name, title, and person authorized to sign contracts on behalf of the corporation shall be stated as well.

If Bidder is a partnership or joint venture, the true name of the firm shall be set forth as the Name of Bidder and the name of the partner authorized to sign contracts on behalf of the partnership or joint venture shall be stated as well.

Services

If submittal of this bid or signature of any document submitted with this bid is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with County prior to Bid opening, or must be submitted with the Bid; otherwise, the Bid may be rejected as non-responsive. You may upload this power of attorney under Additional Information later in this bid response.

*Response required

8.3 COMPANY PROFILE & REFERENCES

8.3.1 Company Legal Name*

*Response required

8.3.2 Company Legal Status*

Please state the status here (Corporation, Partnership, Sole Proprietor, etc.)

*Response required

8.3.3 Active Licenses*

Please state all active licenses issued by the California State Contractor's License Board to the company whose legal name is above.

*Response required

8.3.4 Corporate Office Address*

What is the address of the company's corporate office? Please provide the full street/ mailing address.

*Response required

8.3.5 Local Business Address(es)*

Please provide the local business address for the company named above. If there are multiple local addresses then please provide all.

- Full address:
- Telephone Number:
- E-mail Address:

*Response required

8.3.6 Length of Time Firm Has Been In Business*

Please clearly state, in months and years, how long your firm has been in business.

*Response required

8.3.7 Length of Time At Current Location*

Please clearly state, in months and years, how long your firm has been in business at its current location.

*Response required

8.3.8 Regular Business Hours*

*Response required

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8.3.9 Regular Holidays and Hours When Business Is Closed*

*Response required

8.3.10 Federal Taxpayer ID Number*

*Response required

8.3.11 DUNS Number*

Please provide your D-U-N-S Number

*Response required

8.3.12 Unique Entity Identifier Number (UEI)*

The County requires a valid UEI number with active registration status. Your company may obtain one at no cost at <https://sam.gov/entity-registration>.

*Response required

8.3.13 Are you registered, active, and in good standing with the California Secretary of State?*

☐ Yes

☐ No

*Response required

8.3.14 Corporation?*

Is your firm incorporated?

☐ Yes

☐ No

*Response required

When equals "Yes"

8.3.15 State of Incorporation?*

You have indicated that your firm is incorporated. Please provide the name of the State of Incorporation.

*Response required

When equals "Yes"

8.3.16 Contract Signature Authority - Executive Signature*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Executive Signer Authority comes from the President, Vice-President, or Chairperson of the Board.

- Contact Full Name:
- Contact Number:
- E-mail Address:

Services

*Response required

When equals "Yes"

8.3.17 Contract Signature Authority - Financial Signature*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Financial Signer Authority comes from the Secretary, Assistant Secretary, Chief Financial Officer, or Treasurer.

- Contact Full Name:
- Contact Number:
- E-mail Address:

*Response required

When equals "No"

8.3.18 Contract Signature Authority*

If not incorporated, please provide the name, contact number, and email of the person who has the binding and signature authority of this contract.

- Contact Full Name:
- Contact Title:
- Contact Number:
- E-mail Address:

*Response required

8.3.19 Sole Proprietor Under Different Name?*

Is your firm a sole proprietor doing business under a different name?

- ☐ Yes
☐ No

*Response required

When equals "Yes"

8.3.20 Sole Proprietor's Name*

You have indicated that your firm is a sole proprietorship doing business under a different name.

Please provide the sole proprietor's name and the name you are doing business under.

*Response required

8.3.21 Contact Person for Solicitation*

Please provide the following in relation to the point of contact for this solicitation:

- Contact Person Full Name

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- Contact Person Telephone Number
- Contact Person Email Address

*Response required

8.3.22 Project Manager*

Please provide the following regarding who will be your project manager for this project:

- Project Manager Full Name
- Project Manager Telephone Number
- Project Manager Email Address

*Response required

8.3.23 Contact Person for Accounting*

Please provide the following in relation to the point of contact for Accounting:

- Contact Person Full Name
- Contact Person Telephone Number
- Contact Person Email Address

*Response required

8.3.24 Emergency Contact*

In the event of an emergency of declared disaster, the following is required:

- Contact Person Full Name (during non-business hours)
- Contact Person Telephone/Cellphone Number
- Contact Person Email Address

*Response required

8.3.25 References*

Do you have letters from at least three references (not including County of Orange References) that include:

- Reference Names
- Addresses of site where work was performed
- Contact Name
- Telephone Number of Contact
- Contact Email Address
- Contract Effective Dates

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- Contract Amount
- Brief Contract Descriptions

If you do not have letters you will be able to provide the same information electronically in the next question by answering "**No**" here.

☐ Yes

☐ No

*Response required

When equals "Yes"

8.3.26 References - Letters*

Please upload your letters from at least three references (not including County of Orange References) that include:

- Reference Names
- Addresses of site where work was performed
- Contact Name
- Contact Email Address
- Telephone Number of Contact
- Contract Effective Dates
- Contract Amount
- Brief Contract Descriptions

*Response required

When equals "No"

8.3.27 References - Information*

Please provide the following information regarding at least three references (not including County of Orange References):

- Reference Names
- Addresses of site where work was performed
- Contact Name
- Telephone Number of Contact
- Contact Email Address
- Contract Effective Dates
- Contract Amount

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- Brief Contract Descriptions

The references will be contacted for verification, and these contacts must be current and able to respond promptly.

*Response required

8.4 BIDDER CERTIFICATION

8.4.1 Conflict of Interest*

Bidder must certify either Yes or No below:

Bidder certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:

- A. (Yes) Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.
- B. (No) Bidder certifies that no relationships exist/existed as outlined in item I above.

***Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency**

☐ Yes

☐ No

*Response required

When equals "Yes"

8.4.2 Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.*

*Response required

8.4.3 Litigation*

Bidder must certify either Yes or No below:

Bidder certifies current/past litigation as follows:

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- A. (Yes) Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving Bidder, or any company that holds a controlling interest in Bidder, against the County of Orange in the past seven (7) years.
- B. (No) Bidder certifies that Bidder or any proposed subcontractors do not have any past or current litigation.

☐ Yes

☐ No

*Response required

When equals "Yes"

8.4.4 Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.*

*Response required

8.4.5 Name/Ownership Changes:*

Respondent must certify either Yes or No below:

- A. (Yes) Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:
1. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
- B. (No) Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

☐ Yes

☐ No

*Response required

When equals "Yes"

8.4.6 Bidder shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years. *

*Response required

8.4.7 Is your firm a County Of Orange Local Small Business (OCLSB) or a Disabled Veteran Business Enterprise (DVBE)?*

To participate as an OCLSB and/or DVBE, the requirements in the OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS section must be met.

☐ Yes

☐ No

*Response required

Services

When equals "Yes"

8.4.8 County of Orange Local Small Business (OCLSB) and/or Disabled Veteran Business Enterprise (DVBE) Affirmation*

Please download the below documents, complete, and upload.

- [Local Small Business \(OCLSB...](#)

*Response required

When equals "Yes"

8.4.9 DVBE Certification Number*

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) and (2) below:

- A. Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- B. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

Enter your DVBE Certification Number. If you do not have it then please state "N/A" here.

*Response required

8.4.10 SBA Certification Number*

If you do not have an Small Business Administration (SBA) Certification Number then please state "N/A" here.

*Response required

8.4.11 Statement of Compliance*

- A. **(Yes):** Bidder certifies it is in strict compliance with this IFB, including, but not limited to the terms and conditions set forth in the Model Contract and its Attachments and Exhibits, and no exceptions are proposed.
- B. **(No):** Bidder certifies it is in strict compliance with this IFB, including the terms and conditions set forth in the Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this IFB and attached hereto. Attachments for each proposed exception to this IFB, including, but not limited to the Model Contract, must include:
 1. The complete provision Bidder is taking exception to;
 2. The IFB page number and section of the provision Bidder is taking exception to;
 3. The suggested rewording (i.e., Microsoft Word track changes);
 4. Reason(s) for submitting the proposed exception; and
 5. Any impact the proposed exception may have on the services to be provided.

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☐ Yes

☐ No

*Response required

When equals "No"

8.4.12 Provide exceptions to the requirements of this IFB including the terms and conditions set forth in the Model Contract and its Attachments and Exhibits.*

*Response required

8.5 SUBCONTRACTOR INFORMATION

The Bidder shall list below all subcontractor(s) who will perform any portion of the work in excess of 0.5% of the total bid. The Bidder shall state each subcontractor's name, particular trade or subdivision of the work, license number, and principal location. If the Bidder specifies more than one subcontractor for the same portion of work to be performed, or fails to list a subcontractor for any portion of the work in excess of 0.5% of the total bid, the Bidder represents that he or she is fully qualified to perform that portion himself or herself, and, if awarded the Contract, shall perform that portion himself or herself.

8.5.1 Subcontractor Listing*

For each subcontractor performing one half of one percent or more for any portion of work on this project, please provide the following:

- Name of Contractor
- Corporate Office Address
- Local Office Address
- Contractor's License Number
- Contractors DIR Number
- DUNS Number
- UEI Number
- OCLSB/DVBE Certification Number (if applicable)
- SBA Certification Number (if applicable)
- Type of Work, Trade, Service, or Portion of Work to Be Provided
- Dollar Amount of Work Performed

In the event that you are not using any subcontractors for this project, please state "N/A" here or simply not that you will not be using subcontractors. You must clearly state all the requested information for any subcontractor you intend to use here and at this time, a response of "N/A" here and use of subcontractors or requested use of subcontractors at a later time may result in your bid being deemed as non-responsive.

*Response required

Services

8.6 FORMS

8.6.1 Certification Regarding Debarment *

Please download the below documents, complete, and upload.

- [CERTIFICATION REGARDING DEB...](#)

*Response required

8.6.2 The Levine Act: County of Orange Campaign Contribution Disclosure*

The Levine Act compliance is a minimum submittal requirement of this solicitation.

Please complete and sign the County of Orange Campaign Contribution Disclosure Form attached hereto. A Bidder's failure to provide a completed and signed copy will render its proposal as incomplete and nonresponsive.

- [Levine Act - Campaign Contr...](#)

*Response required

8.6.3 Confirmation of Forms and Supplemental Documents*

Please confirm that all the forms within this section have been completed accurately to the best of your knowledge and as requested and required by this Invitation for Bids.

☐ Please confirm

*Response required

8.7 FINAL SUBMITTAL INFORMATION

8.7.1 Additional Information (if needed)*

For any additional information requested or required by any of your previously provided answers please upload that additional documentation here.

This includes any power of attorney that may be required as a part of this bid response.

*Response required

8.7.2 Submittal Confirmation*

The Bidder declares that the only persons or parties interested in this Bid are those named herein; that this Bid is made without collusion with any other person or entity; that the Bidder is fully informed of the conditions relating to the work to be performed; that the Bidder has carefully reviewed and complied with the Instructions to Bidders; that Bidder has carefully reviewed the Agreement, General Conditions, Plans, Special Provisions, and all other Contract Documents. The Bidder agrees that upon acceptance of this Bid by the award of the Contract, the Bidder has entered into a contract with the County of Orange, a political subdivision of the State of California ("County"), to provide all the necessary labor, materials, machinery, tools, apparatus, and other means for construction, and to complete all work as specified in the Contract Documents in the manner, time, and according to all requirements, terms, and conditions set forth in the Contract Documents.

The Bidder must be an individual or entity legally authorized to provide vending machine, food and beverage distribution, and related services within the State of California. Bidder shall possess and maintain all applicable business licenses, permits, registrations, certifications, and approvals required to

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perform the services identified in this solicitation, including but not limited to applicable health permits, food handling certifications, food facility permits, and any other licenses or permits required by applicable Federal, State, and Local laws, regulations, and regulatory agencies. Bidder certifies that all required licenses, permits, registrations, and certifications are current, valid, in good standing, and properly issued to Bidder.

Bidder confirms that they have read and understand and agree to the terms and conditions herewith, and are submitting a bid in response to this solicitation.

☐ Please confirm

*Response required