



November 9, 2017

RE: Request for Proposal (RFP) for Vending Machines

Forwarded by e-mail

Dear Sir/Madam:

Alameda Health System (AHS) requests interested proposers to furnish proposals to install, maintain, operate and service food and beverage vending machines that are equipped with the latest technology for installation at AHS multiple hospitals (campuses) without cost to AHS. AHS is sending this letter as an RFP to seek a Proposer with reputable experience providing vending machine services for other health organizations. AHS desires to award a contract to one organization. Local, minority and women owned vendors and businesses are encouraged to submit a proposal for these Services.

The RFP is for an estimated quantity of **forty-eight (48) vending machines which include five (5) special vending machines for physician lounge coffee rooms**. The vending machines services will be required at the following locations:

Facility Name	Address	Estimated Number of Vending Machines
Alameda Hospital	2070 Clinton Avenue, Alameda, CA 94501	6*
Fairmont Hospital	15400 Foothill Blvd., San Leandro, CA 94578	14*
Highland Hospital	1411 East 31 st Street, Oakland, CA 94602	12*
John George Psychiatric	2060 Fairmont Drive, San Leandro, CA 94578	5*
San Leandro Hospital	13855 East 14 th Street, San Leandro, CA 94578	5*
Newark Wellness Center	6066 Civic Terrace Ave., Newark, CA 94560	1
Hayward Wellness Center	664 Southland Mall Dr., Hayward, CA 94545	2
Park Bridge Skilled Nursing & Rehabilitation Center	2401 Blanding Ave. Alameda CA 94501	1
System Support Center	7677 Oakport Street, Oakland, CA 94621	2

***The special vending machines for the physician lounge coffee rooms are included in the total number above.**

Attached is a list of Vending Machine Inventory per campus currently in use (by location, see Attachment 2) and Vending Machine Site Maps for the existing machines only (Attachment 3). **Once a vendor is chosen, AHS reserves the right to confirm the machine counts prior to contract finalization.** Proposers are required to do a thorough review of the list of inventory to ensure the proposer’s proposed vending machines are installed at all these locations and that there are no issues in installing the same. **In the event of any issues, please provide a detail of the challenges or issues in the proposal or submit any questions for clarification within the timeframe specified in this RFP.**

A. Background

AHS is a major public healthcare provider and medical training institution recognized for its world-class patient and family centered system of care. AHS serves as the “Safety Net” provider in Alameda County. AHS provides comprehensive, high quality medical treatment, health promotion, disease prevention and health maintenance in an integrated system of hospitals, clinics, and health services. The Highland, John George and Fairmont hospitals primarily treat patients from government programs or the uninsured. Alameda and San Leandro hospitals treat additional patients with commercial insurance.

Submitted proposals will take into account AHS’s strategic focuses of:

1. Establishing a Vendor who commits to offering healthy snacks/beverages to meet AHS’ goal to reduce or eliminate Sugar-Sweetened Beverages (SSB) (see AHS SSB guidelines in Attachment 4 from our facilities.
2. Sourcing from Local Business Entities in Alameda County.
3. Ensuring a high degree of diversity in the supply chain business partners.
4. Establishing an AHS supply chain cost reduction goal of five percent (5%).

B. Vendor Minimum Qualifications

Qualified Proposers will be recognized vending services companies who are experienced in the installation, maintenance and servicing of vending machines which are the services sought hereunder and satisfying the relevant federal/state/local regulatory requirements, including but not limited to regulations promulgated by the Centers for Medicare and Medicaid Services, regulation of the California Department of Public Hospitals. Respondents to this RFP shall meet the following additional qualifications:

- Must not appear on the “List of Excluded Individuals/Entities” as maintained by the Office of Inspector General (<http://exclusions.oig.hhs.gov>);
- Must be licensed and in good standing with the State of California;
- Must have an excellent reputation in the community;
- Must be knowledgeable of Centers for Medicare & Medicaid Services (CMS), The Joint Commission, the applicable CA State and Medicaid regulatory agencies; and Office of Statewide Health Planning and Development (OSHPD);
- Must have adequate insurance coverage (see AHS insurance requirements in Attachment 5);
- And must not have a potential or existing conflict of interest (see below).

C. Vending Machine Minimum Specifications/Desired features

The vending machine services proposal must describe all of the following content requirements:

1. **Vending Machine Services:** The machines must be stocked with a wide range of favorite food options including healthy snacks and beverages that the employees, visitors, patients and guests can enjoy throughout the day.
2. **Wellness/Nutritional Menu Offerings:** AHS is currently drafting food and nutrition policies to reduce factors that increase obesity risk and other serious health risks due to high sugar consumption. We are establishing a color-coded system to demonstrate which beverages or food products are the healthiest choices. AHS will have significant input in the menu offerings enabling AHS, as part of its system wide effort, to promote a healthful eating environment. This may include no sugar sweetened beverages and limitation on size and type of items offered in the machines. Products offered must include healthy choices (low-fat, low-sugar options) such as cereal bars, granola, protein drinks, orange juice, soy milk and teas, as well as deli sandwiches and refreshing beverages including energy drinks, water, juices and coffee. **AHS will provide a copy of the food and nutrition policy prior to contract award.**
3. **Machine Types:** a) snacks, b) fresh/frozen foods and desserts, c) cold drinks, and d) hot beverages machines. The determination about how many of which type will be made by facility.
4. **Office Coffee Program for Physician Lounge:** This includes coffee machine and associated equipment. Supplies for coffee program will include coffee, both regular and decaffeinated, varieties of tea, and other accompaniments such as sweeteners and creamers. Vendor will be responsible for stocking of supplies on a continual basis depending on the consumption of products.
5. **Services:** Machines installed and maintained at no cost to AHS; hassle-free for AHS, clean and reliable; scheduled service/response time within 24 hours; regular maintenance and prompt processing of refunds (reasonable within 5 business days), and with the latest technology to minimize empty coils.
6. **Vending Equipment:** Innovative and cutting edge technologies which offer energy-efficient equipment; must meet the applicable Environmental Laws and Regulations for vending machines and emphasis on locally-sourced products. **Vendor will be responsible for the installation of and for all licenses fees, permits and costs associated with installation of vending equipment, including any drawings and plans required by the Office of Statewide Health Planning and Development (OSPHD) for approval and electrical compliance.**
7. **Vending Machine Payment Options:** Vending machines must be able to accept cash, including coins, debit cards and standard credit cards and with chip reader: Visa, MasterCard, American Express, and Discover.
8. **Vendor Flexibility:** A vendor willing to customize the machine to always provide the right variety of nutritious products and quality service. Vendor will assess campuses (Highland, etc.) for additional locations including: the Support Service Center offices located at the Airport Corporate Centre and any other opportunities within the existing campuses AHS has currently identified on this RFP nine (9) sites; however, these are subject to increase or decrease depending on assessment for the clinics, there is no vending there currently.
9. **Commission and Incentives:** Monthly commission payments are preferred but AHS will consider quarterly payments with electronic transmission and look for other incentives based on sales volume. A

copy of AHS 2016 Vending Machines Sales is provided in Attachment 8. Attachment 8 is provided for use by Proposer in response to this RFP only; no other use is authorized.

10. Inspector of Record (IOR): Vendor will be expected to work with the AHS IOR to finalize plans for the specific locations where the vending machines will reside.
11. Cost of start up: Vendor must state any initial cost of start up to AHS, if any, and be willing to negotiate with AHS plans of commission structure based on sales volume and covering startup costs.
12. Vending Machines Desired Features: Please review the items below and indicate in each column whether the relevant item is standard in the vending machine (Yes/No), accepts the types of payments, or if there is any other conditions which need to be considered which may add a cost to the services. If there are any costs or other conditions AHS should know about, please explain in full details in the proposal.

<u>Description/Elements</u>	<u>Standard (Yes/No)</u>	<u>Cash (up to \$20 bills)</u>	<u>Credit Cards/Chip Reader Accepted</u>	<u>Other/Please insert details</u>
1. <u>Snack machines – Healthy Menu Offerings</u>				
2. Fresh food machines				
3. Cold drinks				
4. Hot beverages				
5. Technology Energy-Efficiency/Saving				
6. Safety - Vendor to brace machines to be earthquake proof and for public safety				
7. Vendor provides monthly report on consumption of items and sales information				
8. Vendor timeline/schedule for installation of vending machines				

D. Proposal Content

The goal of this RFP is for proposers to respond with a comprehensive proposal that includes the information requested from the vendor. Please see the complete required elements list below. Incomplete proposals and/or proposals provided after the proposal submission deadline, subject to AHS’s discretion, will not be considered for the engagement.

List of elements that must be described in each proposal in response to the RFP:

1. Each proposal must provide full detail of the services to be furnished for a minimum contract term of three (3) years.
2. Technical Requirements and any costs associated with the installation and transition of vending machines.
3. Product nutrition facts/labels.
4. Approach for refreshing and restocking (frequency of service visits).
5. Issuance of Refunds.
6. Equipment proposed including brochures, pictures and dimensions.
7. Power requirements for equipment or modifications needed for facility.
8. Cashless connection capabilities for equipment (timer or occupancy sensor).
9. Escalation Matrix.
10. Financing Arrangements (Commission Terms and Conditions for Payment).
11. Project Implementation.
12. User Acceptance Testing Schedule.
13. Any Training or Maintenance Schedule, if applicable.
14. Contractual Information: Sample Vendor's Agreement and Support/Maintenance Services.

E. Other Proposal Content Requirements

- 1) A complete pricing structure, identifying:
 - a) A financial proposal responding to the information request including the commission payable to AHS per quantity of sales (see Attachment 7). The financial proposal will include:
 - i. Detailed commission percentage terms based on sale volumes per vending machine.
 - ii. Support and maintenance services.
 - iii. Fully burdened hourly rates for any required technical service which is not covered under the contract, if applicable.
 - iv. Any other required costs payable by AHS (initial cost of Startup), if any.
 - b) AHS will not compensate for travel. Any travel expenses must be included in the proposed rate structure.
- 2) Proposals shall be valid for one hundred twenty (120)-day time frame.
- 3) An overview of the company's history including year originated, a summary of services specific to vending machine services, and any other important corporate information. Identify the office location that will oversee the implementation of an agreement with AHS. Identify key personnel that will provide the services and/or the Account Manager. Include experience and qualifications of key

personnel. **Please keep proposals to no more than fifteen (15) pages, including qualifications. Please limit advertising or marketing material to an item for each vending machine type. Please submit one sample project for similar vending machine services which your company recently performed for other health organization for review. The materials will not be counted as part of the maximum 15 pages.**

- 4) Summarize any required space locations, training/knowledge prior to use and installation of the vending machine product.
- 5) A Certificate of Insurance of at least \$1,000,000 General Liability coverage per instance, and \$3,000,000 in aggregate; a copy of the complete insurance requirements is attached in Attachment 5.
- 6) A statement that the selected Vendor will work with AHS to complete a formal agreement. An acknowledgement to abide by the AHS Confidentiality Policy and any required HIPAA regulations, if applicable, which may be amended by AHS time to time.
- 7) Furnish three (3) references of entities for which Vendor has successfully completed a project similar in scope; include at least one from a health organization.
- 8) Responder agrees and acknowledges all RFP specifications and terms and conditions. Responder indicates ability to perform by submission of a reply. If responder desires any changes to the RFP specifications, those changes shall be included in the response. Any requested changes not included in the response will not be considered timely and will be denied.
- 9) All costs required for the preparation and submission of a bid shall be borne by the Responder.

F. Contractual Requirements

- 1) The term of the services must be for a minimum of three (3) years. **AHS** may terminate the Agreement without cause and without further liability by providing NINETY (90) days' written notice;
- 2) Please submit a sample of your company's standard Vending Machine Services agreement and support/maintenance service terms and any applicable outside of contract fully burdened Hourly Labor (standard and overtime) rates by personnel category;
- 3) If AHS requires some material revisions to the Vendor's standard contracts, Vendor will agree to negotiate with AHS to modify the terms to make them mutually acceptable;
- 4) AHS will require 99.5 % **uptime** for proper service and **.5% downtime**. Less than a 99.5 % will be considered a breach of the agreement;

- 5) Vendor shall ensure that no out of date products remain in machines. Expiration dates should be on each of the products offered for sale in the vending machine and should clearly show the month and the year of expiration. Vendor is responsible for the disposal of expired products.
- 6) All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.
- 7) AHS reserves the right to request additional products that meet nutritional guidelines created by AHS during the term of a proposed agreement. At this time AHS is working on adopting a Healthy Nutrition policy for food and snacks. A copy of the same will provided to the selected Proposer when available. A copy of the current AHS SSB Guidelines is attached as Attachment 4 for review.
- 8) Vendor shall provide nutrition facts/ nutrition labels to the AHS prior to stocking new products.
- 9) AHS is requesting high quality products that are not damaged, out of date or recalled. In the event the product is recalled, notify AHS immediately. At any given time during the life of the contract, products cannot be listed on the United States Department of Agriculture, ‘Current Recalls and Alerts’ (<http://www.fsis.usda.gov/wps/portal/fsis/topics/recalls-and-public-healthalerts/current-recalls-and-alerts>) or U.S. Food and Drug Administration, ‘Recalls, Market Withdrawals, & Safety Alerts’ (<http://www.fda.gov/Safety/Recalls/default.htm>) websites. Recalled products must be pulled from machines within one (1) business day.

10) Equipment, Placement & Installation

- a. Vendor is encouraged to provide equipment that is modern and of the latest machine technology, have bill-changing capabilities, credit card readers, be electrically efficient, quiet, have unit sales counting capabilities and be aesthetically acceptable to AHS. All selection buttons shall clearly display the product, package size and price for each item.
- b. Vending equipment supplied will be the type approved or recognized by the National Sanitation Foundation, the National Automatic Merchandising Association or a recognized State or local health department or testing laboratory. Such equipment shall be inspected and approved by AHS at time of installation.
- c. Vendor is encouraged to provide energy efficient equipment that have electronic timers or occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles the compressor to maintain product temperature.

- d. Vendor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to AHS, unless otherwise agreed upon by the AHS.
- e. Machines should be installed so as not to be obtrusive, cause any seepage or debris build-up underneath. Vending machines shall not obstruct the flow of foot traffic or interfere with emergency exits or access areas. Vending machines must be securely fastened to the wall, floor or other structure, or otherwise secured in such a way as to prevent them from being rocked, bounced or tipped. To ensure proper bracing for the vending machines Proposers will be required to follow the applicable Office of Statewide Health Planning and Development (OSHDP) guidelines specified in the Facilities Development “Freer Manual” for General Acute Care Hospital, Psychiatric Hospitals, Skilled Nursing Facilities and Intermediate Care Facilities, Rev. October 2013, attached as Attachment 6.
- f. AHS reserves the right to require machines be relocated to a different space within the same facility.
- g. Machines will be the property of the Vendor which shall be responsible for maintenance, service, repair, and movement of machines. The Vendor will assume all responsibility for damages caused by neglect, vandalism or any other cause.
- h. Machines shall be maintained and in proper working order at all times. The Vendor shall maintain the cleanliness of all vending machines. It is the responsibility of the Vendor to clean the inside and the outside of all vending machines during each service visit.
- i. Upon expiration or termination of the contract, the Vendor must remove all machines within ten (10) business days of notification by AHS.
- j. All food vending machines must comply with all federal, state, county and city codes.
- k. Modifications to building structure, electrical systems, plumbing, and any other part of the physical AHS building must be authorized, reviewed and approved by the AHS.
- l. All machines vending perishable foods shall have a lock on the power cord plug to prevent accidental or intentional disconnection.
- m. Vending machines must be properly wired, anchored and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards.

11) Service and Repairs

- a. At a minimum, service calls must be addressed within two (2) business days and repair or replacement of non-functional machines must be addressed within two (2) weeks of notification.
- b. The names and telephone numbers of service personnel shall be provided with the proposal and affixed to each machine located in a visible place. AHS reserves the right to terminate the contract if Vendor does not respond to service calls for inoperative machines, and machines are not maintained and kept in working order, and malfunctioning machines are not replaced or repaired in accordance with proposed response times.
- c. Restocking, collection of monies and preventive maintenance on all machines shall be done between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (excluding AHS holidays which are all the Federal holidays except for Columbus Day and Veterans Day).
- d. Vendor shall have a written refund policy including a timeline for refunds to be issued. Each vending machine shall have contact information for refund on damaged goods or when customers do not receive product for their money due to a malfunction of the machine. **Please submit a copy of your company's Refund Policy with your proposal.**

12) Service Performance

- a. AHS and Vendor shall meet, on an annual basis or as-needed, to review sales and modify product selection if necessary. A designated AHS representative will notify the Vendor of any service deficiencies including, but not limited to:
 - i. Failure to respond to service calls in a timely manner - within two (2) business days.
 - ii. Machines are not maintained or kept in working order.
 - iii. Malfunctioning machines are not repaired or replaced within two (2) weeks.
 - iv. Expired food is not removed or products are not being rotated.
 - v. Failure to maintain compliance of machines per any applicable AHS beverage and nutritional standards.
- b. The Vendor's escalation matrix shall be utilized for any identified deficiencies. If repeated deficiencies occur over a period of thirty (30) days, AHS shall give a written cure notice to the

Vendor stating the deficiencies. Unless deficiencies are corrected within thirty (30) days, after the date Vendor is notified by AHS of such deficiencies, AHS reserves the right to terminate the contract immediately.

- 13) Damages / Responsibility for Work. The Vendor shall be responsible for all damages to people and/or property arising out of the Vendor or Vendor's employees' performance of this work. Any such damage must be reported immediately to AHS.
- 14) Account Manager and Escalation Matrix. Vendor shall assign an Account Manager to the AHS account who is able to maintain open and timely communication with AHS staff at all times, who can be reached during normal business hours and who will be responsible for passing special instructions on to workers in the event of an employee or facility emergency. The Account Manager will establish a communication plan for after hours' emergencies. The Account Manager will be solely responsible and accountable for the quality of work, providing supervision and addressing disciplinary issues that may arise in connection with its workers. The Account Manager must be directly reachable by telephone or email. An answering service or answering machine is not acceptable. The escalation matrix shall be used in the event the Account Manager is not available or is unable to resolve an issue to AHS's satisfaction. If changes are made, a revised matrix must be submitted to AHS with the most current contact information.
- 15) The agreement is not exclusive, and AHS has the right to enter into agreements with other firms for additional services.
- 16) Commission will be based on volume of sales. If AHS requests additional resources, the agreement may be amended to increase the commission amount based on the AHS request. Payment for Commission will be based on a monthly consumption and payment schedule will be negotiated by the parties as part of the terms of the agreement. Final Acceptance is defined as the determination by AHS that the Vending machines meet all requirements and is in full operation, user acceptance testing is complete, and all documentation/manuals have been delivered to AHS.

G. RFP Submission and Selection Process

1. This RFP establishes the criteria and procedures for submitting proposals in response to the RFP. It is the duty of each Proposer to thoroughly review the entire RFP, including all Attachments, Exhibits, and Addenda thereto, for terms, conditions, and requirements that are included throughout this RFP. The evaluation of proposals is described in this Section Proposal Evaluation. AHS may, at its sole discretion, cancel this RFP and reject all submissions. AHS shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or presentation of any Proposal. AHS's recommendation for Contractor selection may be subject to final approval by AHS's Board (the "Board") authorizing AHS to enter into an Agreement.

2. **Selection Process/Evaluation Categories and Maximum Points Table.** Please refer to Sample Evaluation Form in Exhibit C for details.
3. **RFP Timeframe:** The following schedule sets forth key events and completion dates in the procurement and contracting process. As part of its participation in the Vendor selection process, each Proposer acknowledges and agrees and commits to adhere to the key events and completion dates set forth below. These dates may be changed at any time as determined by AHS without liability. Should the Proposer fail to comply with activities or adhere to the dates indicated in this Section 3 (Schedule of Events) or any Addendum to this RFP, such failure may be deemed as Proposer’s withdrawal from the RFP process.

RFP Timeframe:

<u>Schedule of Events</u>	<u>Due Date</u>
RFP Open	<u>November 9, 2017</u>
Questions about the RFP must be submitted <u>in writing and are due</u>	<u>November 13, 2017</u>
Response to Questions (if any)	<u>November 16, 2017</u>
Completed proposals are due by	<u>November 20, 2017</u>
Selected responders will be invited for interview and onsite demonstrations of the products	<u>December 4, 2017</u>
AHS expects to make a decision on or by	<u>December 18, 2017</u>
Projected Contract start date	<u>February 1, 2018</u>

Interested Proposers must submit the proposal in searchable PDF format only to:

Sara Mendoza
Contract Administrator
Alameda Health System
7677 Oakport Street, 12th Floor
Oakland, CA 94621-2026
smendoza@alamedahealthsystem.org

4. **RFP Communications:** Proposers who have questions regarding the RFP, must submit them via email to Sara Mendoza, and are not to contact anyone at AHS other than the Contact Administrator. All questions must be submitted in writing and AHS will provide such questions and AHS’s responses to all vendors on the solicitation list via an Addendum to the RFP. The list of solicited firms will be available upon request. **To ensure the proper and fair evaluation of a proposal or bid, AHS prohibits ex-parte communication by the Proposer to an AHS Official or Employee prior to the time a selection has been made.** Communication between Proposer and AHS will be directed in writing to the Contract Administrator or designated contact person only. The Contract Administrator will obtain the information or clarification needed. Ex-parte communication may be

grounds for disqualifying the offending Proposer from consideration or award of the proposal and repeat offenders may be disqualified from future projects. As of the issue date of this RFP and continuing until the final date for submission of proposals, all AHS personnel or AHS agents, except designated AHS personnel, are specifically directed not to hold meetings, conferences, or technical discussions with prospective Proposers pertaining to this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any Agreement that may result from this RFP.

H. AHS Procedures, Terms and Conditions:

1. AHS reserves the right to accept or decline any and all responses or any portion or combination thereof and award at its sole discretion.
2. **Confidentiality** - AHS is a governmental authority and this proposal, documents and work products will be available to the public upon request.

All responses to this RFP become property of AHS and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between AHS and any Proposer regarding the procurement, shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that AHS withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential. AHS will not honor such designations and will disclose submittals so designated to the public.

If Proposer requests that AHS withhold from disclosure information identified as confidential, and AHS complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless AHS from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against AHS or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

If Proposer does not request that AHS withhold from disclosure information identified as confidential, AHS shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to AHS.

3. **Conflict of Interest:** The responders' warrant that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to conflict of interest. A conflict of interest exist when there is a relationship with other persons, which makes a vendor unable or potentially unable to render impartial or advice to AHS, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after being awarded the contract and conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Contract Administrator. If a conflict of interest is determined to exist, AHS may, at its discretion, cancel the contract.
4. **Gratuities:** It is improper for any AHS officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of any resultant agreement or that the Proposer's failure to provide such consideration may negatively affect AHS's consideration of the Proposer's submission. A Proposer shall not offer or give, either, directly or through an intermediary, consideration in any form to an AHS officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of any resultant agreement. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
5. **Amendment to RFP:** AHS reserves the right to amend, supplement, modify, or otherwise change any provision or part of this RFP, and/or the required schedule of events at any time prior to execution of a final written agreement between AHS and the successful Proposer, without any liability or obligation to Proposer. Any such change shall be in the form of an Addendum to this RFP, except for changes to Exhibit A (Required Agreement) approved by AHS. Each Addendum shall become part of this RFP. Each Addendum shall be made available to each person or organization that AHS records indicate has received this RFP. Should any Addendum require from Proposer additional information not previously requested a Proposal's failure to address the requirements of such Addendum may result in the elimination of the Proposal for consideration.
6. AHS may select some respondents, but not necessarily all, to continue the discussion regarding entering into a formal business relationship for vending machine services. AHS has the sole right to determine what firm it desires to engage, which determination will be based on AHS's evaluation of the criteria described herein, and the decision may not go to the lowest priced proposal.
Notwithstanding any other provision of this RFP, this RFP is a solicitation for proposals only and is not an offer to enter into a contract. This RFP is not, and shall not be, considered an "agreement to negotiate." This RFP in no way constitutes an agreement between AHS and any Proposer or recipient of this RFP. No agreement or other binding obligation on AHS is

implied or will occur unless and until a valid and binding Agreement is approved as required by AHS policy and procedures to establish a legally binding contract.

7. AHS reserves the right to cancel this RFP in whole or in part, at its sole discretion, at any time before the Agreement is fully executed. This RFP does not commit AHS to award an Agreement, to pay any costs incurred by Proposers in the preparation of their proposals submitted in response to this RFP, or to procure or contract for services. AHS reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to AHS's interest at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. AHS further reserves the right to reject all proposals and seek new proposals when AHS considers such a procedure to be in its best interest

8. Upon AHS selection of a Vendor, a contract will be completed, which includes the applicable proposal language, pricing and payment terms, the obligations of the parties, time frames and other important requirements. **The estimated start date of the contract is February 1st, 2018.**

If you have any questions regarding this RFP please submit them via email to Sara Mendoza.

Sincerely,

Sara Mendoza / Contract Administrator
Non-Physician Contracts, QIC 21007
[Alameda Health System](#)
7677 Oakport Street, 12th Fl., Oakland, CA 94621-2026
smendoza@alamedahealthsystem.org

Attachments: Attachment 1, AHS Facilities – Fact Sheet and Exhibits A through C
Attachment 2, Vending Machine Inventory Location List
Attachment 3, Vending Machine Location Site Maps
Attachment 4, AHS Sugar-Sweetened Beverages Guidelines
Attachment 5, AHS Insurance Requirements
Attachment 6, OSHPD Freer Manual
Attachment 7, Vending Machine Commission Assessment (Excel sheet)
Attachment 8, AHS 2016 Vending Machines Sales

Attachment 1 – AHS Facilities

Fact Sheet

Highland Hospital

1411 East 31st Street
Oakland, CA. 94602
(510) 437 - 4800

<http://www.highlandahs.org>

<http://www.highlandwellnessahs.org>

Highland Hospital, located in Oakland, CA, is a major regional trauma center and teaching hospital that delivers primary, specialty, and multi-specialty care. Within the Highland campus are Centers of Excellence in Maternity Services, Gastroenterology, Surgery, Orthopedics, Geriatrics/Senior Care, and Trauma.

Emergency and Trauma

- Northern Alameda County’s highest level Trauma Center serving over 2,000 critically injured patients per year
- Inpatient/Outpatient Care
- Full range of services including Cardiac, Cancer, HIV/AIDS, Orthopedics, Dental, Diabetes, Respiratory, Substance Abuse Treatment and Maternal/Child Health
- Medical interpretation in 24 languages through in-person staff and state of the art videoconferencing
- Teaching Hospital
- Residencies in Emergency Medicine, Surgery, Oral Surgery, Internal Medicine, Primary Care, Transitional Care.

John George Psychiatric Hospital

2060 Fairmont Drive
San Leandro, CA. 94578
(510) 346-1400

<http://www.johngeorgeahs.org>

John George Psychiatric Hospital, located in San Leandro, CA, provides psychiatric emergency and acute care services to adults experiencing severe and disabling mental illnesses.



Services include:

- Inpatient psychiatric services (approximately 3,200 admissions per year)
- Psychiatric Emergency Service treats more than 95% of acute psychiatric emergencies in Alameda County
- Inpatient Substance Abuse Treatment

Fairmont Hospital

15400 Foothill Blvd.
San Leandro, CA. 94578
(510) 895-4200
<http://www.fairmontahs.org>

Fairmont Hospital, also in San Leandro, is an Acute Rehabilitation Center that is one of the foremost providers of acute rehabilitation services in Northern California, treating severe injuries such as stroke, brain and multiple-trauma. Services include:

Rehabilitation

- 50-bed Acute Rehabilitation Center treating Cerebral, Vascular, Neurological, Brain Injury, Spinal Cord Injury, Multiple Trauma, Amputation, Orthopedic Injury and Chronic Pain
- Occupational and Physical Therapy
- Speech Pathology and Audiology

Skilled Nursing

- 109-bed Skilled Nursing Facility
- Many residents have multiple diagnoses including neuro-respiratory, substance abuse or other behavioral issues
- Median age is younger than 60

San Leandro Hospital

13855 East 14th St.
San Leandro, CA 94578
(510) 357-6500
<http://www.sanleandroahs.org>



San Leandro Hospital is a 93-bed community-based hospital that provides inpatient and outpatient services including medical, surgical and intensive care. The hospital serves central Alameda County, a community of 265,000 people.

Medical services include 24-hour emergency services, a 13-bed, Level II Emergency Department, critical care, a full complement of skilled surgeons, rehabilitation services, and ancillary services.

Specialty Services – Specialized hospital programs include:

- Cardiology
- Emergency Services
- Imaging Services
- Infectious Disease Services
- Kidney Care
- Lab Services
- Respiratory Care
- Social Work Services
- Surgical Specialty Services including General, Orthopedic, Vascular and ENT.

Alameda Hospital

2070 Clinton Ave.
Alameda, CA 94501
(510) 522-3700
<http://www.alamedaahs.org>

Alameda Hospital at Park Bridge Rehabilitation & Wellness
2401 Blanding Avenue
Alameda, CA 94501

Alameda Hospital, located in Alameda, is a 281-bed acute care hospital with 100 acute care beds, 35 subacute beds and 146 skilled nursing facility beds (Waters Edge and South Shore). There is also a Wellness Clinic located at South Shore. The hospital provides a full range of emergency, acute, post-acute inpatient, outpatient, surgical, and wellness services. The hospital serves as the primary health care resource for the residents of Alameda and provides specialty and long term care services for the broader East Bay Area. The facility has nearly 200 board-certified physicians on staff. Its physicians, employees and volunteers are committed to providing the community with quality, compassionate and personalized health care.

EXHIBIT A
BID ACKNOWLEDGEMENT
ALAMEDA HEALTH SYSTEM
FOR
Vending Machine Services

Alameda Health System (AHS) is soliciting bids from qualified firms to furnish its requirements per the specifications, terms and conditions contained in the above referenced review. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in REVIEW. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. Taxes and freight charges: (a) Unless otherwise required and specified in the REVIEW, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by AHS, will be paid by AHS unless expressly included and itemized in the bid.
3. Award: (a) Unless otherwise specified by the Vendor or the REVIEW gives notice of an all-or-none award, AHS may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within one hundred and twenty (120) days of opening, unless otherwise specified in the REVIEW. (c) A valid, written contract mutually negotiated by the parties e-mailed to the successful Vendor within the time for acceptance specified in the REVIEW time frame. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
4. Patent indemnity: Vendors who do business with AHS shall hold AHS, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order, if applicable.
5. Rights and remedies of AHS for default: (a) In the event any item furnished by Vendor in the performance of the contract or purchase order, if applicable, should fail to conform to the specifications therefore, AHS may reject the same, and it shall thereupon become the duty of Vendor to reclaim and remove the same forthwith, without expense to AHS, and immediately to replace all such rejected items with others conforming to such specifications; provided that should Vendor fail, neglect or refuse so to do AHS shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to Vendor the difference between the prices named in the contract or purchase order, if applicable, and the actual cost thereof to AHS. In the event that Vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of AHS to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the Contractor. (c) The rights and remedies of AHS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

6. Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the REVIEW, or from date correct invoices are received by AHS at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing AHS warrant check.
7. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Vendor.
8. No guarantee or warranty: AHS makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

The undersigned acknowledges receipt of above referenced REVIEW and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the Vendor indicated below, in accordance with the specifications, terms and conditions of this REVIEW and Bid Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this REVIEW?

By: _____
 Date _____
 Phone _____

Printed Name and Title Signed Above:



1411 East 31st Street
Oakland, CA 94602

**EXHIBIT B
REFERENCES
ALAMEDA HEALTH SYSTEM
FOR
Vending Machine Services**

CURRENT REFERENCES

Respondents are to provide a list of three (3) current clients in the area provided below. References shall be provided as required per the REVIEW specifications, terms and conditions. References should have similar volume and requirements to those outlined in these specifications, terms and conditions.

AHS may contact some or all of the references provided in order to determine the Vendor’s performance record on work similar to that described in this request. AHS reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	



EXHIBIT C
SAMPLE PROPOSAL EVALUATION FORM
ALAMEDA HEALTH SYSTEM
FOR
Vending Machine Services

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail		
		Weight	X Rating	= Points
B.	Technical Requirements	10		
C.	Products nutrition	20		
D.	Approach for refreshing and restocking /Visits	15		
E.	Equipment	10		
F.	Cashless Connection Capabilities for equipment	10		
G.	Escalation Matrix	5		
H.	Financing/Commission - Payment	20		
I.	Project Implementation	10		
Sub-Total				
Evaluation Total				

- 5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Fair
- 1 = Poor

This sample proposal evaluation form is provided for information only. The form used by AHS to evaluate proposal is subject to change at AHS' sole discretion.