ATTACHMENT A

ITQ PERFORMANCE SPECIFICATIONS

DISCLAIMER: Following is a list of performance and other specifications and compliance requirements that pre-qualified contractors should expect when bidding for retail sales opportunities presented via Requests for Quotes (RFQ) issued pursuant to this ITQ. This list is not inclusive of all possible specifications or requirements that a contractor may encounter and be required to comply with in order to effectively respond to an individual retail site’s RFQ, nor is this list intended to be considered as such.

1. Performance Specifications:
2. Contractor will design, install, operate and maintain micro-market retail and/or vending machine food service facilities at state and federal locations as may be referenced in this ITQ and at other locations as may be so identified during the life of the ITQ-generated contract;
3. Contractor will maintain, repair and replace machinery, furniture and equipment as needed and appropriate to initiate and provide retail food services as defined in this ITQ;
4. Contractor will be responsible for the sanitary maintenance of the food service site and associated environs including, but not limited to regularly scheduled equipment cleaning, floor cleaning, garbage collection and disposal in compliance with standards of health and sanitation as required by federal, state and local law or regulation;
5. Contractor will be responsible for the sale and management of sales of products through micro-market, vending machine services and related/or operations;
6. Contractor will be responsible for the regular inspection of the food service’s fresh and packaged food services, as applicable, and for collection of proceeds generated at that site;
7. Contractor will be subject to unannounced quality control visits by BEP or other Commonwealth authorities as determined appropriate;
8. Contractor will maintain complete and accurate records regarding sale receipts, equipment and site maintenance, applicable health, safety or other certifications as may be required by law;
9. Contractor agrees that each time vending machines are restocked, serviced, or otherwise attended by the contractor at contracted food service location(s), a designated BEP
10. representative, or designee, may conduct a vending count to record the number of products in the vending machines prior to and following restocking or servicing.
11. Contractor will be responsible for the timely submission to BEP of quarterly reports reflecting revenue, disbursements, calculation of gross sales and commissions and other customer service or problem resolution activity as may have occurred during the report period.

Quarterly reports will be accompanied by commission payments payable to the Commonwealth of Pennsylvania equal to an amount no less than the percentage of monthly gross sales as stipulated in the contract.;

1. As applicable, Contractor will sell fresh foods produced only in USDA and FDA-inspected facilities. Evidence of continuing compliance with USDA, FDA and/or other federal, state, or local health and safety requirements as may apply must be available for review by BEP upon request.

Failure to comply with such requirements and/or present evidence of compliance will be treated as a breach of contract;

1. (Regarding micro-market food service operations) Contractor will sell fresh foods produced within 50 miles of the contracted micro-market sites when possible;

If at a later date a pre-qualified contractor claims inability to meet the 50-mile proximity requirement because of an absence of suitable products, it must present BEP with documentation supporting that contention. BEP will rule on the acceptability of such evidence as sufficient grounds to waive the requirement.

1. Equipment Specifications:
2. Within sixty (60) days following issuance of the Notice to Proceed, selected Contractors must install and have operational the quantity and types of equipment, machinery and furnishing as required to provide retail food services as specified in this ITQ.

If, in the opinion of the Issuing Office, circumstances warrant changes to the quantity, types and/or specifications of equipment, machinery or furnishings, Contractor shall make the changes as required by the Issuing Office, including removal of, addition of, or other changes to equipment, machinery or furnishings. Contractor shall make such changes only upon receipt of written approval to do so from BEP.

1. As applicable, Contractor shall install attractive new self-serve food service equipment or equipment refurbished to “like new” condition. The position of BEP as to the acceptability of refurbished equipment shall be final and binding on all parties.
2. Food service equipment and furnishings installed in retail food service sites shall complement the décor of the area in which it is located. Equipment and furnishings provided under the contract resulting from the ITQ must be of a style/design that does not detract from the décor of the locations in which they are installed. The opinion of BEP as to the acceptability of the style of equipment and furnishings shall be final and binding on all parties.
3. Contractor shall remove and/or replace any equipment or furnishings which, in the opinion of BEP, have deteriorated to the extent that they are not mechanically able to provide reliable service or the exterior of which has aesthetically deteriorated to the degree that it detracts from the décor of the site in which it is located.
4. As applicable, Contractor shall assure that all refrigeration equipment used for food storage be food grade coolers;
5. As applicable, Contractor shall assure that all refrigeration equipment used for food storage have remote temperature control that is accessible to the Contractor control for off-site management;
6. As applicable, Contractor shall assure that all refrigeration equipment used for food storage be equipped with self-locking mechanism;
7. Contractors must equip all food and/or beverage vending machines with transaction counters that cannot be reset. The transaction counters must maintain a cumulative reading of all transactions for each machine in which all products are sold at the same price.

For vending machines in which products are sold at different prices, the transaction counters must maintain a cumulative reading of all money accepted, less change returned. Transaction counters must be sealed and incapable of being reset without physical removal from the vending machine(s) and disassembly of the counter.

1. Contractor shall assure that all food service equipment, systems and management practices employed by the Contractor provide the highest levels of consumer account privacy and security as regards credit, debit or access card transactions**;**
2. Contractor shall assure and provide timely delivery, maintenance, cleaning, repair, and/or replacement of equipment and furnishings owned, leased, or contracted by the Contractor, as related to the provision of retail food services.
3. Title to micro-market and/or vending machine food services equipment and furnishings required by the contract resulting from this ITQ shall be held by and vested in the Contractor or authorized subcontractor.
4. Product Specifications:
5. Contractor must, at all times, maintain an ample stock of all products dispensed and sold through the contracted food service operation.
6. BEP reserves the right to approve the kinds of products to be sold in contracted food service locations.
7. Contractor affirms that the majority of products sold under the contract resulting from this ITQ are nationally advertised name brands of first quality.
8. If directed to do so in writing by BEP, Contractor shall remove products which do not meet standards of freshness, quality, nutrition and/or variety as cited in this ITQ, as stipulated in the RFQ or which are not otherwise acceptable to the state and/or federal sites’ management.
9. If directed to do so in writing by the BEP, Contractor shall furnish additional products in contract-covered food service locations as customer demands change and new products become available.
10. Contractor must mark all perishable food products with labeling that prominently displays nutritional values and product expiration dates. Contractor must promptly replace all products that are expired.
11. As applicable, Contractors shall furnish all supplies necessary for the customer using micro-market self-serve food equipment and/or vending machines including, but not limited to:
    1. Condiments: Salt and pepper packets, mustard packets, ketchup packets, etc.
    2. Paper Products: Napkins, beverage cup lids, straws, etc.
    3. Utensils: Plastic knives, forks, spoons, soup spoons, etc.
12. Administrative/Personnel Specifications:
13. Bidders must submit evidence of their company’s financial stability and economic capability to perform the contract requirements. Acceptable evidence may include, but not be limited to their company’s financial statements for the past three fiscal years. Examples of such documents are audited financial statements and tax returns for the referenced three (3) year period, company balance sheets, income statements, profit/loss statements, etc. Bidders should include a Dun & Bradstreet comprehensive report, if available.
14. If the Bidder’s company is a publicly-traded company, Bidder may provide the link to the required financial records as are available on the company website.

The Commonwealth reserves the right to request additional information it deems necessary to evaluate a Bidder’s financial capability.

A Bidder’s financial information received in response to this ITQ (or subsequent RFQ) will be retained by the Commonwealth in strict confidence and will be used only for purposes consistent with this ITQ, and resulting contract. Access to submitted financial information is limited to those Commonwealth employees authorized to review such material in the performance of their duties.

Financial information submitted by Bidders will neither be disclosed nor otherwise made available to any parties, other than Commonwealth employees noted above, without the express written consent of the Bidder.

1. Contractors shall employ or subcontract with personnel authorized to work in the United States in accordance with all applicable federal and state law.

If a Contractor is found to be in violation of this requirement or of applicable state, federal, and local laws or regulations, and if BBVS/BEP has reasonable cause to believe that the Contractor has knowingly employed persons who are not eligible to work in the United States, BBVS/BEP shall have the right to cancel the contract immediately without advance notice and without incurring penalty or recourse.

Contractor agrees to fully cooperate with any audit or investigation by federal, state or local law enforcement agencies related to this requirement.

1. Contractor shall provide names and telephone numbers of its service personnel to the food service location’s site manager and/or to others who oversee operation of the food service site in order that equipment malfunctions or problems may be reported immediately.
2. Unless otherwise stipulated in later food service categories listed in this ITQ, pre-qualified contractors may provide stipulated contract services directly or through subcontractors whose use has been approved by the Issuing Office.
3. A Bidder’s intention to provide or administer contract services through subcontractors must be identified in its response to this ITQ and must be accompanied by information identifying and verifying the subcontractors’ credentials to perform the contracted food service.
4. Contractor’s use of subcontractors, not previously approved at the time of contract award, must be preceded by written approval from the Issuing Office.
5. Within twenty (20) days of notification of award, the approved Contractor shall submit to BEP the name, title, address and telephone number of one individual within its organization as the Contractor’s designated representative.
6. Contractor shall provide names and telephone numbers of service personnel to the BEP contact person or other staff as may be designated in the contract resulting from this ITQ.
7. Contractor shall provide trained and experienced sales, service and technical support personnel for retail food service operations covered by this ITQ.
8. Contractors’ service employees shall wear distinguishable uniforms/attire, including clearly visible name badges, while working at the contract-covered food service locations.

Contractor shall provide service employees with company identification cards. Service employees shall present their company identification card to the food service location’s site management upon request.

1. Contractor’s service employees shall comply with requirements of the food service location’s site management regarding conduct and behavior as well as the stocking and servicing of the contract-related food service operation.
2. Contractor shall be responsible for obtaining security background checks for all personnel engaged in food service operations and maintenance. Contractor is responsible for all costs associated with the security background checks.
3. Contractor shall dispose of waste and maintain food service’s premises and equipment in compliance with standards of health and sanitation required by federal, state and local law or regulation.
4. Contractor shall ensure that the area in and around the food service site is clean and maintained in an orderly fashion to include, but not be limited to, the removal of trash, garbage and debris. Contractor will provide trash receptacles and liners as well as receptacles for disposal of recyclable containers and materials.

Contractor agrees to move heavy, non-stationary food service equipment and furnishings every six (6) months for ventilation and floor cleaning. The Contractor and the food service location’s sitemanagement will coordinate that activity.

A record reflecting performance of the prescribed maintenance/cleaning activities will be maintained by the Contractor and provided to BEP as part of the Quarterly Contract Report next due following completion of the activity.

Any failure on the part of the Contractor to immediately advise BEP of the Contractor’s inability to satisfy the referenced maintenance services or accomplish these services in the required time allotted will constitute a breach of contract enforceable through cancellation of the contract.

1. Contractor is responsible for customer refunds. A uniform system of refunding money, acceptable to BEP, must be in operation at all times including, but not limited to, the visible posting of easily understood refund instructions for customers as well as envelopes or other supplies as may be needed to facilitate customer requests for refund and prompt remittance of those refunds.
2. Contractor shall visibly post instructions for customers to report micro-market equipment malfunctions.
3. Contractor will comply with all federal, state and local laws and ordinances as may be applicable to the provision of food services and the operation of a retail sales concession in BEP contracted locations.