

REQUEST FOR PROPOSAL

**WARREN COUNTY R-III SCHOOL DISTRICT
Purchasing Department
302 Kuhl Avenue
Warrenton, MO 63383**

SPECIFICATIONS

FOR

BEVERAGE VENDING

For additional information contact:

Pam Frazier/Chief Financial Officer
(636) 456-6901

Bid Closing Date: Monday, August 1, 2011
Bid Closing Time: 2:00 p.m. local time

BIDDER'S COMPANY NAME _____

REPRESENTATIVE _____ PHONE _____

SIGNATURE & TITLE OF PERSON AUTHORIZED TO SIGN THIS BID

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive, sealed bids to provide vending operations in accordance with the requirements and provisions of this Request for Proposal.
- 1.1.2 The District is made up of approximately 500 employees and 3,000 students. The beverage vending machines are student accessible at the middle school and high school only and in each teacher workroom.

2. REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide automatic coin operated vending machine services for the Warren County R-III School District. Machines will accept coin or dollar bills.
- 2.1.2 For purposes of this document, vending machine services shall include furnishing, installing, stocking, maintaining, servicing, repairing, and/or replacing the vending machines.
- 2.1.3 All such vending machines shall remain the property of the contractor, and the contractor must remove all machines upon expiration/termination/cancellation of the contract.
- 2.1.4 The contractor shall perform all services to the sole satisfaction of the District.
- 2.1.5 It is to be noted that some vending machines are turned off during school hours when located in areas where students have access to the machines. Machines located at the high school and middle school are subject to this mandate. All other machines are located in teacher lunchrooms or workrooms and are on 24 hours a day.

2.2 Specific Machine Specifications:

- 2.2.1 The contractor must install and have operational the quantity and types of vending machines specified for all locations specified.
- 2.2.2 The contractor shall begin providing vending services for the District on August 8, 2011.
- 2.2.3 The contractor shall install new vending machines or vending machines refurbished to "like new" condition.
- 2.2.4 Title to the vending equipment required by the contract shall be held by and vested in the contractor or contractor's subcontractor. The Warren County R-III School District shall not be liable in the event of loss, incident, destruction, theft, damage, etc., arising out of the ownership, selection, possession, operation, control, use, maintenance, delivery, return, and/or installation of the equipment provided by the contractor. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.3 Specific Product Specifications:

- 2.3.1 The contractor must have and maintain, at all times, ample stock of all products dispensed and sold in the vending machines.
- 2.3.2 The contractor must mark and visibly display all perishable beverage products with an expiration date and must immediately replace all such products that have expired.

2.3.3 The District strives to meet the advanced level of the Missouri Eat Smart Dietary Guidelines within our schools. Vending machines that are accessible by students must meet these guidelines. The guidelines can be found on the Department of Elementary and Secondary Education website.

No carbonated, caffeinated, high sugar content beverages will be available during the school day. These machines will be on a timer, so that beverages are only available after the normal school day.

2.3.4 Products required by the Warren County R-III food service department or groups such as the booster clubs will not be included in this bid. The food service department will put out a separate RFP.

2.4 Specific Personnel and Service Requirements:

2.4.1 The contractor shall provide service and stock vending machines according to a schedule which ensures that the vending machines are never empty of any of the product(s) or have products in them which have expired.

- a. The contractor must have trained, competent service personnel available within twenty-four (24) hours to repair the vending machines as needed. The contractor must provide the name(s) and telephone number(s) of the service personnel to the District so that malfunctions may be reported immediately.
- b. The contractor must provide a trained, experienced route service/sales person for the vending machines. Such person must have relevant knowledge, skills, and abilities to provide effective and efficient vending machine service.

2.4.2 The contractor shall be responsible for refunds. A uniform system of refunding money acceptable to the District must be in operation at all times (i.e., the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product).

- a. The contractor must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

2.4.3 Any individual employed by the contractor must agree to a security background check if requested by the District. A Security Clearance Waiver form, must be completed and individually signed by the contractor and each employee for which a security background check is requested.

- a. The contractor shall be responsible for obtaining all security background checks and for all cost associated with the security background checks.

2.4.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.5 Accounting Requirements:

2.5.1 On a monthly basis, the contractor shall return to the District a percentage commission of the total sales from all vending machines. The percentage commission of total sales shall be as stated on the Pricing Page.

- 1) Within twenty-five (25) calendar days following the end of each month, the contractor shall submit the appropriate commission payment to the District and shall make all commissions payable to:

Attn: Central Office Accounts Receivable
302 Kuhl Avenue
Warrenton, MO 63383

- 2) A separate check for each building or a breakdown of the commission for each building is required.
 - a. The contractor shall be responsible for sales tax and shall not deduct such from the commissions owed to the District.
- 2.5.2 Contract Period - The original contract period shall be date of award through June 30, 2012. The contract shall not bind, nor purport to bind, the District for any contractual commitment in excess of the original contract period. The District shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods. In the event the District exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- 2.5.3 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the District, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- 2.5.4 Liabilities: The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 2.5.5 Insurance - The contractor shall understand and agree that the District cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the District, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- a. Questions Regarding the RFP – Questions should be direct to Pam Frazier, CFO, (636) 456-6901.
 - b. Vendors will submit along with the price page, full color brochures of the vending machines they are quoting on as well as a full line of products available. The reference form will also be included in RFP submission.
- 3.2 **Contract Award:** The contract award will be awarded to the bidder quoting the highest percentage commission, and who is also determined to be responsive and responsible as specified herein. The owner shall have the right to reject any or all bids and to reject a bid not accompanied by any required bid security or by other data required by the bidding document, or to reject a bid that is in any way incomplete or irregular.

4. PRODUCT PLACEMENT

4.1.1 It will be the responsibility of the selected vendor to contact each location and coordinate beverages that each building would like in their machines.

4. PRICING PAGE

4.1.1 Percentage commission on the following sales:

a. Beverage vended items (bottled): _____% commission on sales.

b. Beverage vended items (canned): _____% commission on sales.

4.1.2 Donated product to the District for special events: Please list below any product that you will donate to the District for special events on an annual basis:

4.1.3 Product Pricing:

Please list proposed pricing for the following products:

	<u>Vendors Selling Price</u>	<u>Ounces</u>
Beverages:		
Bottled Soda (20) oz	\$ _____	_____
Can Soda	\$ _____	_____
Bottled Water	\$ _____	_____
Juice (100%)	\$ _____	_____
Gatorade	\$ _____	_____
Powerade	\$ _____	_____
Other Offerings:		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

CURRENT VENDING MACHINES AND LOCATIONS

		Beverage Vending	Student Accessible
1. Warrenton High School 803 Pinckney Road Warrenton, MO 63383		7 machines	6 beverage machines
2. Black Hawk Middle School 300 Kuhl Avenue Warrenton, MO 63383		5 machines	3 beverage machines
3. Rebecca Boone Elementary 836 South Street Warrenton, MO 63383		1 machine	0 machines
4. Warrior Ridge Elementary 800 Warrior Avenue Warrenton, MO 63383		1 machine	0 machines
5. Daniel Boone Elementary 302 Kuhl Avenue Warrenton, MO 63383		1 machine	0 machines
6. Warrenton Bus Garage 702 South Street Warrenton, MO 63383		1 machine	0 machines
7. Warren County Central Office 302 Kuhl Avenue Warrenton, MO 63383		Open Case Purchase	0 machines