



**REQUEST FOR PROPOSAL**

**VENDING MACHINE SERVICES**

**RFP NO. 002-024**

**NOTICE**

The Liberty Public School District #53 (District) will accept proposals for Vending Machine Services as described in the attached request. Qualified organizations (Respondent) are invited to submit Two (2) bound copies marked “Copy”, one (1) unbound original marked “Original”, and one (1) flash drive in PDF format enclosed which contain the Respondent’s entire response. Each original and copies must be marked with all appropriate tabs.

**PROPOSAL SHALL BE LABELED**

**“PROPOSAL-VENDING MACHINE SERVICES”**

**AND ADDRESSED TO:**

Jason Breit, Director of Purchasing and Distribution  
Liberty Public School District #53  
801 Kent St  
Liberty, MO 64068  
Phone: 816-736-5358  
Email: [jason.breit@lps53.org](mailto:jason.breit@lps53.org)

**PROPOSAL MUST BE RECEIVED BY:  
2:00 PM CST, OCTOBER 26, 2023**

The Liberty Public School District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is required to complete, sign and return this form with the proposal.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person (print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

Respondent’s Initials \_\_\_\_\_

## **PART I: INTRODUCTION AND PROCESS**

### **1. PURPOSE**

Liberty Public School District is soliciting proposals from qualified persons or firms to provide vending machine services with healthy snack foods for various District facilities. The vending machine services contract be for one year and will have an annual termination clause, and include an annual renewal option at the District's discretion for a period of up to four (4) additional one (1) year periods.

### **2. INSTRUCTIONS TO RESPONDENTS**

- 2.1** Direct all questions regarding this proposal to the Director of Purchasing and Distribution listed on page 1. The District reserves the right to reject any and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the District.
- 2.2** Proposals submitted on separate forms are NOT acceptable unless specified in the document. Failure to complete forms to the satisfaction of the District may result in the rejection of your proposal.
- 2.3** It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications as soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Request for clarification must be received in writing, via email to [jason.breit@lps53.org](mailto:jason.breit@lps53.org), no later than Friday, October 20, 2023 at 3:00 PM (CST).
- 2.4** Changes to the specifications will not be allowed except by written addendum issued by the District. Oral explanations or instructions given prior to award will not be binding. All addendums issued will be posted on the district's web page at the following address; <https://www.lps53.org/Page/1563>
- 2.5** Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 2.6** Proposal will be privately opened at the time indicated on the Request for Proposals.  
**NO DECISIONS RELATING TO THE AWARD OF A CONTRACT WILL BE MADE AT THE TIME OF THE PROPOSAL OPENING.**
- 2.7** Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the machines and supplies in accordance with the specifications and offeror's proposal on the written order of the District.
- 2.8** Respondents shall read and initial all pages where the proposal document denotes "RESPONDENTS INITIALS: \_\_\_\_\_". By initialing all pages, this constitutes the vendors understanding of all aspects of that page of the big document.
- 2.9** The District reserves the right to award this contract in its entirety or to split the contract among vendors, whichever is in the best interest of the District, however, it is anticipated that the district will award services to a single vendor.
- 2.10** The District reserves the right to operate vending machines through Nutrition Services for the purposes of effectively serving students.

### **3. SPECIFIC REQUIREMENTS**

#### **3.1 Renewal Option:**

- 3.1.1** The District reserves the right to negotiate the contract for two (4) additional one-year renewal periods following the initial term of the contract.

Respondent's Initials \_\_\_\_\_

- 3.1.2 If the selected vendor requests an increase in compensation for any renewal period, the vendor shall notify the District no less than thirty (30) days prior to the end of the contract period and shall provide evidence to the satisfaction of the District of increased costs incurred by the vendor for any element of the RFP for which an increase is requested.
- 3.1.3 The District shall notify the vendor in writing of the intent to exercise the renewal option. However, failure to notify the vendor does not waive the District's right to exercise the renewal option.
- 3.2 **Evaluation:** It is the intent of this contract to be awarded to a single vendor based on all relevant products, considerations including, but not limited to: variety of product available, relevant retail costs of products commission rate, ability to perform and any other evaluation aspect which may impact the contract. The successful provider's first and major concern shall be service and at the same time have the product priced at an economical level to maintain profit. An example of the evaluation score sheet is attached to this RFP for your reference.
- 3.3 **Licenses and Permits:** The successful respondent shall secure applicable licenses imposed by law and ordinances and pay all charges and fees, which may include a current City of Liberty, MO and City of Kansas City, MO business license.
- 3.4 **Certificate of Insurance:** The successful respondent must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to awarding the contract.
- 3.5 **Work Authorization Affidavit:** Work Authorization Affidavit: As a condition for the award of any contract in excess of five thousand dollars (\$5,000), the vendor or business entity, as defined in § 285.530, RSMo, shall, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the vendor's business license, termination of the contract, and debarment from work for a period of three years or permanently, and withholding 25% of the total amount due the contractor.

#### 4. SPECIFICATIONS

##### 4.1 **Response Time Criteria:**

- 4.1.1 Under this contract, it is required that the vendor be available, at a minimum, for service five (5) days a week, eight (8) hours a day.
- 4.1.2 The vendor shall provide a single emergency twenty-four (24) hour telephone number to assure prompt response to calls from the District for needed repairs. The method of notification and the assignment of a technician to the call shall be the vendor's responsibility.
- 4.1.3 It shall be the District's responsibility, upon placing a call for service, to designate an emergency or non-emergency situation.
- 4.1.4 Service calls shall include, but not be limited to, machine malfunction, low stock, expired stock, or a change of product selections.
- 4.1.5 The vendor shall verbally confirm the initial request for service within twelve (12) hours of notification and shall have a qualified technician on the job site within twenty-four (24) hours of the original notification. The District reserves the right to schedule times and dates for non-emergency service to be performed under this contract.

Respondent's Initials \_\_\_\_\_

- 4.1.6 In the event of an emergency, the vendor shall verbally confirm the initial request for emergency service within one (1) hour of notification and shall have a qualified technician on the job site within four (4) hours of the original notification.
- 4.1.7 In the event repairs cannot be completed with the initial response, every effort by the vendor shall be made to provide limited repair to allow for effective functioning of the equipment until complete restoration can be made.
- 4.1.8 Failure to deliver services in accordance with this contract and the contract terms and conditions, may result in the District, after due oral or written notice, contacting another vendor and requesting the work be performed by them. In this circumstance, the vendor shall not be entitled to any payment or damages and shall pay the District for any additional costs incurred. Failure to respond or report to the job site within the agreed time frame, may be construed as a breach of this contract, and at the District's discretion, this contract may be terminated upon written notice by the District.

**4.2 Post Award Information:**

- 4.2.1 The vendor shall utilize competent employees in performing the work. At the request of the District, the vendor shall replace any incompetent, abusive or disorderly person in his or her employment. The District and the vendor shall each be promptly notified by the other of any complaints received.
- 4.2.2 The vendor shall be responsible for providing, maintaining and transporting all necessary and customary equipment and tools needed to fulfill the contract. In no event shall the District be responsible for any damages to any of the vendor's equipment damaged, destroyed or stolen.
- 4.2.3 **Prices:** Pricing for snacks and other items shall be consistent with market pricing. The District and the vendor will review pricing strategies during quarterly review meetings, if deemed necessary by the District, and shall jointly decide to increase or decrease prices for any given facility or product.
- 4.2.4 **Selections:** Selections shall be agreed upon by the vendor and the District. The vendor shall have fifteen (15) days to respond to a change of product selection for any given machine.
- 4.2.5 **Independent Vendor:** The relationship of the vendor to the District shall be that of an independent vendor. Neither the vendor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the District.
- 4.2.6 **Assignment and Subcontracting:** The vendor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall they assign, by power of attorney or otherwise, any of the money payable under the contract unless written consent of the District has been obtained. In case the vendor is permitted to assign monies due or to become due under the contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

**4.7 Right of Owner to Terminate Contract:**

- 4.7.1 The District, upon written notice, may terminate this contract, or any part thereof, as a result of the vendor's failure to render to the satisfaction of the District, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by the District. The District shall be the sole determinant in all termination for cause issues. The Vendor shall not be entitled, nor shall the District give any consideration to claims for this contract, or any part hereof, by the District for cause. Such termination may come about for the sole convenience of the District. Upon receipt of written notification from the District that this contract or any part hereof, is to be terminated, the vendor shall immediately cease operation of the work stipulated. The vendor and District's evaluation shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.
- 4.7.2 Should it become necessary for the district to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall be null and void.

**4.8 Locations:**

**4.8.1** Vendor shall place certain vending machines only in those locations designated by the District. An initial list of these locations is supplied in this document; however, the District reserves the right to add or subtract from the total number of machines in place at any given time and the same criteria shall apply to all machine placements and/or replacements as may apply under this agreement. The term “placements” shall be construed to include multiple units within a single location as well as multiple locations within a single site. Vendor shall not change the physical location of any vending machine in any manner from the specific locations designated and approved without the prior written consent of the District or their authorized representative. **All locations, placements and movement of vending machines are at the sole discretion of the Liberty Public School District. Requests to remove vending machines from any district location, site, or facility at any time during the term of this agreement is at the sole discretion of the Liberty Public School District.**

**4.8.2** Attached as “Exhibit A” is a map and list of the District’s facility locations and other pertinent information.

**4.9 Snack / Material Types:**

**4.9.1 Healthy Snack Program:** The vendor shall provide labels/fact sheet on all snacks vended. **All vended food items** must be in compliance with USDA’s Smart Snack in School Standards. Attached, as “Exhibit B”, is USDA’s standard for Smart Snacks in School. All vending machines on all district premises must comply with adopted health standards. **Any and all items containing alcohol or tobacco are strictly prohibited.**

**4.9.2** Food and beverages sold through vending machines and offered to employees, students, and the public shall be sound and free from spoilage, filth or other contamination and shall be safe for human consumption. **Items shall be kept fresh, stored at the appropriate temperatures and replaced prior to expiration date.** The food and beverages shall be obtained from sources that comply with all laws relating to food and food labeling. The use of food in hermetically sealed containers that was not prepared in a food processing establishment is prohibited. Contractor shall hold the District harmless for any damages resulting from consumption of products delivered under this contract, when damages are attributed to foreign materials or other defects in products/services delivered by vendor. All foods and food products delivered and sold under this contract shall be processed, packaged, and delivered in accordance with the regulations of the State of Missouri, USDA and the requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Vendor shall abide by all counties, cities, state and federal laws, ordinances, rules and regulations, expressly including, but not limited to, those relating to health and sanitation of foods, and operation and maintenance of vending machines. Vendor shall obtain and preserve all applicable state, federal and local licenses and/or permits required for the operation of vending machine and disbursement of foods.

**4.10 Equipment:**

**4.10.1** Vendor shall submit, with their proposal, literature description of each vending machine the vendor proposes to furnish. All materials or equipment furnished shall meet the minimum requirements of the Occupational Safety and Health Standard (OSHA) published in the Federal Register.

**4.10.2** Vendor shall comply with all the requirements of all local, state and federal ordinances, codes, laws, rules, regulations and directives. Vendor shall pay all legally required fees, licenses and permits, and pay all taxes, including but not limited to, sales tax.

**4.10.3** All equipment shall operate on regular wall voltage (110V). All electrical plugs shall be three-pronged and properly grounded. Energy efficient units shall be used by the vendor wherever possible.

**4.10.4** It is not anticipated District personnel will need to move any of the machines. However, in the event of an emergency or need, the District reserves the right to move machines for safety purposes. Additionally, the District reserves the right to have the vendor move machines for cleaning, painting, or allow any unit to be moved in response to resolution of a problem.

**4.10.5** All machines shall be of the proper and appropriate type for the kinds of foods being distributed, i.e. refrigerated, non-refrigerated, etc., where applicable. Industry improvements to vending operations that occur during the term of this contract shall be incorporated by the Vendor in subsequent installations. **All machines must be no more than five (5) years old.** Each machine shall have at least the capability to handle the following items/functions:

Respondent’s Initials \_\_\_\_\_

- Dispense a variety of items, according to the needs of the District.
- Be properly equipped with a non-resettable counter for recording all sales by each machine.
- Receive and give coin change for one-dollar bills. Vendor will be entirely responsible for funding the change machines and for their proper operations and functions. Vendor must promptly and courteously refund any monies lost by the public, students, or employees in vending machines operated by the vendor under this contract.
- Each machine must provide information to the customer where malfunctions, product quality comments and refund requests may be made. This may be accomplished using a local or toll-free number or by collect call privileges. This information must be placed on a visible area on the machine for customers to review.
- Upon completion of installations, vendor shall provide a list of all their equipment and all locations of said equipment to the district, and certify that each unit is in proper working order in accordance with original equipment manufacturer's specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.
- All machines installed at any location within the district is at the discretion of the building administrator. Quantities and types of machines will be determined by the building administrator at that site.

**4.11 Installation:**

- 4.11.1** Machines will be installed at locations listed herein, however, title ownership of each machine shall be retained by the vendor, who shall be responsible for the equipment at all times and in all respects. The District shall not own, rent, nor lease the machines in conjunction with this contract.
- 4.11.2** Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Concessionaire shall be responsible for all damage to District property resulting from the vendor's operation, which shall be promptly repaired by the vendor at the vendor's sole expense.

**4.12 Maintenance:**

- 4.12.1** Vendor shall maintain all vending machines in good working order when installed and thereafter to completion of the contract. The District shall have no liability to the vendor for maintenance of the equipment or any damage to vending machines by a third party and the vendor shall not make any claim against, or seek recovery from, the district for any loss or damage to the vending machines. The District is not responsible for any theft, disappearance or destruction of any monies or securities of the contracting vendor, either in the vending unit or outside the vending unit.
- 4.12.2** Vendor shall report to the District any and all acts of fraud, vandalism, damage, abuse or lost/stolen product from their machine. Any and all actions to reduce damage and/or lost revenues will be discussed and mutually agreed upon by the Vendor and the District.
- 4.12.3** Vendor must be available to service machines placed via this contract from 8:00 A.M. through 4:00 P.M. Monday - Friday. **Contract machines shall be repaired within forty-eight (48) hours of a reported malfunction.** Any request for service after 4:00 P.M. must be serviced no later than 4:00 PM of the second business day since the original notification.
- 4.12.4** For purposes of this bid, maintenance shall be construed to include a regular and ongoing cleaning and refreshing the appearance of each machine and the immediate area around the machines in terms of removing wrappers and related debris each time any unit is replenished and/or serviced for maintenance or repair. Continued maintenance, as described herein, will be a primary consideration of the continuation of this agreement, future contract renewals and subsequent awards.

Respondent's Initials \_\_\_\_\_

**4.13 Removal:**

- 4.13.1** District reserves the right to require the vendor to replace or remove any machine which may be unacceptable or unsafe and reserves the right to remove any such machine at its discretion in an effort to protect persons and/or District property.
- 4.13.2** Vending machines must be removed within ten (10) business days of notice to vendor for completion, termination or cancellation of contract, nonpayment of commissions to the District, for machine malfunctions not corrected within forty-eight hours (48) of notification, or at the discretion of the District, including any and all units and replacements.
- 4.13.3** In case of removal by the District, no officers and/or employees shall be liable for damages to said machines or their contents. If the District removes the machines, a reasonable storage charge, as determined by the District, must be paid by the vendor before the vendor can reclaim the machines. Vending machines held in storage by the District must be reclaimed within six (6) months of storage or be declared abandoned property and may be sold at auction as provided by law.

**4.14 Gross Receipts Report:**

- 4.14.1** A separate record shall be maintained for each vending machine by the vendor. The District, may, at its option, have a representative accompany vendor's personnel on their service calls to restock and/or service vendor's machines. Vendor shall make and present monthly reports of gross receipts for each location listing gross receipts for each vending machine housed at that location. One copy of the monthly report must be presented to each location where a machine is housed, and one copy must be presented to the Business Operations Department (Accounts Receivable). The monthly report shall cover all appropriate receipts for the full prior month. Each monthly report of gross receipts shall be accompanied by a sworn statement certifying that the amount of gross receipts for each month is true and correct.
- 4.14.2** The District shall have the right to make periodic audits and inspections of the vendor's records of gross receipts at any reasonable time without notice. The District may require supplementary information as needed to perform and conclude an audit. Such audit may include, and is not limited to, inventory control at all applicable locations, vending food service personnel accounting controls, methods of accounting and cash collection, commission statements, etc. In the event an audit suggests a discrepancy between reported receipts and actual receipts, the district will require a written statement of explanation and shall receive such reimbursement of monies as may be due from accounting or other errors.
- 4.14.3** Beyond the requirements herein provided, no guarantee can be made of the anticipated gross sales for any location nor is there any intention on the part of the District to propose to any vendor any guarantee or minimum dollar volume in the future. Nor will the District be amenable to the consideration of any such proposal which may be submitted by the Vendor.

**4.15 Commissions:**

- 4.15.1** Commission payments shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts for commodities dispensed from the machines placed at District locations. Such gross receipts shall not be discounted to reflect commissions or other payments or overrides to brokers or intermediary agents, either internal or external to the vendor or any taxes or fees payable to any governmental entity. Monthly commission payments along with completed reports of gross receipts shall be issued and submitted by the vendor to the District at the following address:

Liberty Public School District 53  
Attention: Accounts Receivable  
8 Victory Lane  
Liberty, MO 64068

- 4.15.2** **The commission rate shall be firm for the entire contract including renewals regardless of the costs of vending items.**

Respondent's Initials \_\_\_\_\_

**4.16 Contract Digression:**

**4.16.1** Vendor shall not assign or transfer this concession, or any right or privilege granted hereunder, without the prior written consent of the District. If vendor is adjudged bankrupt, or if a receiver is appointed to or for the vendor, or if vendor makes any assignment for the benefit of creditors, the District may, at its option, terminate this agreement upon giving 30 business day's notice to the vendor of the District's intent.

**4.16.2** Violation of any terms of this contract can subject vendor to immediate cancellation of this agreement without prior notice of cancellation. The District may, but is not required to, allow vendor to cure the violation.

**4.17 Supplemental Information:** In addition to the above, respondents are advised to include additional information which may enhance and/or clarify their offer and the capabilities of their firm in the returned submittal.

**4.18 Bulk Sales:** The District may, on occasion, place orders for cases of certain products to be delivered to individual locations within the District, for example, Concession Stand, High School Athletics or Activities, etc. Please provide pricing on specified items on the proposal page.

**4.19 Food List**

**4.19.1** All respondents shall furnish a list of the products which meet and/or exceed the Smart Snacks in School Standards. This list shall also include suggested vend price. The District shall have the exclusive right to select the various kinds of products to be vended. It is the intent of the District to insure the majority of the items vended (products) in the machines are nationally advertised, name brand, first quality products.

**4.19.2** Items sold in vending machines shall be priced reasonably and competitively. Prices may require adjustment from time to time as a result of market changes that are beyond the vendor's control. In such event, vendor shall present appropriate documentation along with a request for vending cost changes to the District. All items will be subject to review and evaluation and should be available at the respondent site for that purpose.

**4.20 Reimbursements:** Vendor shall provide reimbursement to anyone who uses vending machines for the following reasons:

- Insufficient/incorrect change dispensed
- Product not dispensed
- Product outdated, crushed or otherwise unacceptable

**4.21 Contact Information:** Vendor shall provide contact information on each vending machine with information such as a local number or toll-free number regarding reimbursements, machine malfunctions, etc.

**4.22 Review Meetings:** The Vendor shall designate an agent or representative to monitor and report on the over-all program through attendance at regularly scheduled meetings with the District as needed by the District. Said representative shall also be the party to whom all complaints, concerns, or service requests shall be addressed. The vendor shall notify the District in writing of any change in the name, title, or contact information of the designated agent or representative.

**4.23 District Provided Services:** The District will provide access to areas between the hours of 8:00 AM through 4:00 PM, Monday - Friday. The District will not obligate the vendor to pay utility costs incurred to operate the vending machines, but the vendor will bear all other costs in connection with machine operation and related activities. Every effort shall be made by the vendor to keep energy consumption to a minimum and comply with such conservation practices and District policies as may be appropriate. The District shall not be liable for any loss which may result from the interruption or failure of the power supply to any vending machine.

Respondent's Initials \_\_\_\_\_



**4.24 Vending Machine Hours of Operation:**

Vending Machines on location at the following district sites can be operational 24 hours a day, 7 days a week. These machines are located in teacher's lounges only and are not accessible to students.

- Alexander Doniphan Elementary
- Liberty Oaks Elementary
- Shoal Creek Elementary
- Kellybrook Elementary
- Warren Hills Elementary
- Franklin Elementary
- Ridgeview Elementary
- Lillian Schumacher Elementary
- Manor Hill Elementary
- Early Childhood Center
- Liberty Middle School
- Liberty Academy

Vending Machines on location at the following district sites that may be left on 24 hours a day, 7 days a week. These machines are located in teacher's lounges, break room, common areas and other locations as determined by administration onsite at that facility.

- Liberty North High School
- District Admin Center
- Facilities Center
- Support Services Center

Vending Machines on location at the following district sites that are located in student common areas and are accessible to students are to be operational *before and after school only*. They are to be turned off during normal school hours Monday through Friday. The vending machines located in the teacher's lounges within these sites may be left on 24 hours a day, 7 days a week.

- South Valley Middle School
- Discovery Middle School
- Heritage Middle School

Vending Machines on location at the following district sites that are located in student common areas and are accessible to students are to be operational before and after school and during passing periods. Students are not to have access to these machines during normal class hours. The vending machines located in the teacher's lounges within these sites may be left on 24 hours a day, 7 days a week.

- Liberty Senior High School

**All hours of operations and student and staff access to all vending machines at all district facilities are subject to change. Hours of operations for all vending machines district wide are at the sole discretion of the Liberty Public School District and its administration.**

**5. PROPOSAL RESPONSE PAGE**

Respondent must complete the following section in its entirety and sign and date where indicated. This contract shall take effect upon the approval of the district.

The vendor offers to pay to the District the following percentage of its gross sales as commission to provide the vending machine services to the District as specified herein:

**VENDING SNACK MACHINES AND BEVERAGE MACHINES:**

**PLEASE NOTE:** Do not quote a range of percentages. Proposals quoting a range of commission percentages instead of a single fixed percentage will be **REJECTED**.

**HEREIN: Total Commission** \_\_\_\_\_%  
\_\_\_\_\_ **(Percent)**  
**(In Writing)**

**Vending revenues will be distributed according to existing board policies and current District practices.**

The undersigned respondent hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated in, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

A. **Acceptance of proposal by District:** The District shall have a minimum of ninety (90) calendar days from the date of the proposal opening to accept respondent's offer.

B. Response time/delivery: As specified in specific requirements

C. **Submittals - The following must be submitted with proposal:**

- 1. References and experience
- 2. Key personnel
- 3. List of machinery and equipment
- 4. List of offered vending items & suggested vend price, per specifications
- 5. Completed E-Verification Documents, Felony Conviction Notification, and current W9.
- 6. Return all parts of this complete document (respondents to keep copy of proposal submitted)

D. Exhibit A includes the list of facilities. Can you provide services to each facility listed in Exhibit A?

YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please explain \_\_\_\_\_

E. Please list the name of your company and street address from which you will be delivering stock:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Respondent's Initials \_\_\_\_\_

G. What will you request from a client/customer to reimburse for the following reasons:

Insufficient / Incorrect Change \_\_\_\_\_

Product not Dispensed \_\_\_\_\_

Product Outdated, Crushed or Otherwise Unacceptable \_\_\_\_\_

**6. TIMELINE FOR PROCESS**

The timeline listed below is the District’s estimation of time required to complete the process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

Request for Proposals Issued	Thursday, October 5, 2023
Bidder Questions due to District	Friday, October 20, 2023 by 3:00 PM CST
Proposals Due	Thursday, October 26, 2023 by 2:00 PM CST
Recommendation to Board	Tuesday, November 21, 2023
Notice to Proceed	Wednesday, November 22, 2023

Communication with selection team members is limited to the respondent question period that closes Friday, October 20th at 3:00 PM CST. Communication with Board members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and will result in rejection of the firm’s proposal.

**THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY**

Respondent’s Initials \_\_\_\_\_

**7. EVALUATION CRITERIA**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>
Outstanding	25-30	17-20
Exceeds Expectations	19-24	13-16
Satisfactory	13-18	9-12
Below Satisfaction	0-12	0-8

**Maximum Points**

**7.1 Evidence of Experience with Similar Accounts (Ref & Rep) 30**

Consider experience and references listed by the firm/provider.  
Is the firm/provider experienced in providing services similar to that requested in this RFP?

- Familiarity and experience with similar projects.
- Consider the number of years of experience the contactor has.
- Consider the number of years the firm has been in business.
- Consider the references given by the firm/provider.

**7.2 Applicable Resources (Personnel Qualifications & List of Equipment) 20**

Evaluate the extent of applicable resources available to the provider to execute the contract.

- Adequacy of proposed number of machines for the district account.
- Consider experience of person assigned to service the district's contract.

**7.3 Responses to Healthy Food Program Requirements Section 20**

Evaluate the provider's approach to and understanding of the scope of services required in the RFP as evidenced by the Healthy Food approach out lined in the vendor's proposal.

- Detailed approach is reasonable/responsive to district's needs.
- Familiarity with project locations as evidenced by proposal.
- Identify/recognize critical or unique issues specific to the project.
- Unique approaches that have been successful elsewhere.
- Provide fact sheets on all snacks vended.

**7.4 Cost/Commission(s) (4.0 Pricing/Percentages & Proposal Page & Product List) 30**

Determination of cost and pricing data:

- Consider the amount of commission offered by the vendor.
- Consider whether all elements of pricing conform to the requirements of the RFP.
- Consider the variety of foods offered and the suggested vend price.

Proposals will be evaluated to determine which proposal best meets the needs of the District. Evaluation considerations will include the following: Prior comparable experience, the Firm's organization, size, and structure, qualifications of personnel assigned to work with the District, responsiveness of the written proposal, and commission(s). While a significant factor, commission(s) will not be a dominant factor. Commissions will be particularly important when all the other evaluation criteria are relatively equal.

Respondent's Initials \_\_\_\_\_

**8. REVIEW PROCESS**

Following the submittal deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Firms will be evaluated according to their response to the Request for Proposal. The committee will create a short list of firms and may invite the selected firms to a presentation. If selected for presentation and/or interview, each vendor will be allowed 45 minutes for the interview and questions and answers. Thirty minutes will be allotted for transition between interviews. The order of the interviews will be determined by random selection. Firms will be limited to four team members at the interview. Those attending should be the team members who will be assigned to the project.

**9. SUBMITTING A RESPONSE**

In submitting a proposal, the Respondent agrees to provide the services outlined in the proposal according to the fee structure enumerated in the same proposal.

The District reserves the right to terminate the relationship with the Respondents at any time and for any reason. During the agreement, the District reserves the right to utilize the services of another firm if the District determines it is in its best interest.

Commencement of services shall be as soon as possible after the District Board of Education approves the proposal with the successful Respondent, and the existing vending machines (if applicable) are removed from district sites. Target date will be the first of the month following Board of Education approval.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, respondents should clearly limit responses to the specific criteria in the order listed. No joint responses (proposals) will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic modification of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

**THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY**

Respondent's Initials \_\_\_\_\_

**PART II: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS**

**SERVICE CONTRACT**

Below is the formal service contract, which includes all governing terms and conditions, that shall be dually executed between the District and awarded Vendor upon formal award of service by the District Board of Education. All materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be included within the returned proposal package for review by District.



Between

**LIBERTY PUBLIC SCHOOL DISTRICT #53**

and

**CONTRACTOR**

Contract No. \_\_\_\_\_

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE BOARD OF EDUCATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT**

This Services Contract ("Contract") is made by and between the Liberty Public School District #53, Liberty, MO 64068 ("LPS" or "Liberty Schools") and CONTRACTOR ("Contractor"). The parties agree as follows:

**CONTRACTOR DATA**

Contractor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Services under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Sole Proprietor     Corporation     Limited Liability Company  
 Partnership     Nonprofit Corporation     Other (describe: \_\_\_\_\_)

**District Point of Contact:** \_\_\_\_\_

Name of Building or Department: \_\_\_\_\_

Address: \_\_\_\_\_

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have any questions.**

## TERMS AND CONDITIONS

1. **Purpose.** This contract is for services other than (a) personal services or (b) architecture, engineering, or related services.
2. **Term and Termination.** This contract becomes effective on \_\_\_\_\_ or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through

Check if applicable:

\_\_\_ As provided for in \_\_\_\_\_ (enter RFP/ITB/QUOTES solicitation number, e.g. RFP 010-018), this Contract may be renewed for up to \_\_\_\_\_ (e.g. four additional one-year terms) by amendment signed by both parties.

3. **Cooperative Purchasing Option.** At the discretion of the Contractor and pursuant to District policy, purchasing procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor) s), under terms and conditions of this contract.

Any such purchases will be between the Contractor and the participating public agency under separate contract and will not impact the Contractor's obligations to the District. Any estimated purchase volumes listed in this Contract do not include other public agencies and the District makes no guarantee as to their participation.

4. **Detailed Description of Services/Statement of Work.** Contractor shall provide the services described in Exhibit A (Statement of Work).
5. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents.
  - Exhibit A (Statement of Work)
  - Exhibit B (Felony Conviction Notification Form)
  - Exhibit C (Federal Work Authorization Program Affidavit Form)
  - Exhibit D (Federal Work Authorization Program ("E-Verify) Addendum Form)

**6. Maximum Total Payment; Invoicing.** The maximum total payment under this Contract is \$\_\_\_\_\_; This is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**7. Other Payment Issues.**

- a. Method of Payment: Unless otherwise specified in Exhibit A, District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 15 (Early Termination), District shall pay Contractor as follows:
  - i. If District terminates this Contract for its convenience under Section 15 (a) or 15 (b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
  - ii. If Contractor terminates this Contract under Section 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
  - iii. If District terminates this Contract under Sections 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval for future School Board appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with the funding levels adopted by its Board of Education.

**8. Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the



proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.

9. **Independent Contractor Status:** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor. And that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not “officers, agents, or employees” of the District.
10. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.
11. **Successors in Interest.** This Contract shall bind and insure to the benefit of the parties, their successors, and approved assigns, if any.
12. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
13. **Other Contractors.** If this Contract is for “services” and not “services requirements” (see Section 1 (Purpose)) District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under the Contract with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
14. **Nonperformance; Substituted Services.** As used in this Contract, “failure to perform” means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days’ written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.

- 15. Early Termination.** This Contract may be terminated as follows unless specified herein:
- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 15 (c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
  - a. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board of Education determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractors under the Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 16. Remedies.** In case of Contractor breach and in addition to the provisions of Section 13 and 14 of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.
- 17. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all Materials subject to this provision.
- 18. Errors.** Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs. Under this Contract and shall do so without undue delays or additional cost to District.
- 19. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to

document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

**20. Ownership of Work Products.** Contractor agrees that all work product created or developed for District by Contractor pursuant to this Contract are intended as "work made for hire" and shall be the exclusive property of the District. If any such work product contains Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work product. District claims no right to any pre-existing work product of Contractor provided to District by the Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

**21. Work performed on District Property.** Contractor shall comply with the following:

- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor.
- b. Sign-In Required: As required by schools and other District locations, each day Contractor's employee are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones as enforced by law enforcement.
- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**22. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property.

- 23. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 24. Media Contacts.** Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Contract or the Services provided hereunder within one (1) year of Services completion without District's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Services without approval of District.
- 30. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 31. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 32. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by Chapter 287 of the Revised Statutes of Missouri, subject employers shall provide workers' compensation coverage in accordance with this law. Contractors shall submit a certificate of insurance to District showing proof of coverage.
  - b. Professional Liability/Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to , accounting, architectural, auditing, legal, and medical), then Contractor shall maintain professional liability/E&O insurance coverage of at least 3,000,000 for each claimant, and at least \$3,000,000 coverage for each incident or occurrence.
  - c. General Liability. Contractor shall provide general liability insurance coverage to sufficiently cover events adverse to the objectives of this Contract. Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claimant and \$3,000,000 for each incident, or occurrence.
  - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall

maintain motor vehicle liability insurance of at least \$1,000,000 for each claimant, and \$3,000,000 for each incident, or occurrence.

- e. **Other Insurance.** District reserves the right to require other insurance (e.g. Builder's All –Risk Insurance for construction services) as may be reasonably prudent under this Contract.
- f. **Additional Requirements.** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and licensed to do business in Missouri. Contractor alone is responsible for paying all deductibles and retentions. Contractor's coverage shall be primary in the event of loss.
- g. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attached a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

**33. Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

**34. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identify; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

**35. Confidentiality.** Contractor agrees that all knowledge and information that it may receive from the Liberty Public School District or its employees, agents or consultants or by virtue of the performance of services under and pursuant to this agreement including but not limited to information concerning the students and employees of LPS shall for all time and for all purposes be regarded by Contractor as confidential and held by Contractor in confidence and shall be solely for the benefit and use of LPS and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting LPS or with the written permission of LPS or when required by law.

**36. Controlling Law; Venue.** The parties agree that Missouri law will govern any dispute related to this Contract and to conduct any litigation arising out of this Contract in courts located in Clay County, Missouri.

- 37. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 38. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 39. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 40. **Notices.** All notices or demands delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

**PAYMENT METHOD:** The District preferred method of payment is by check. Electronic payment is not available at this time. The district will issue an official purchase order once the Contract has been executed. All invoices should state the applicable purchase order number in order to expedite payment.

**I have read this contract and its attached exhibits, if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.**

**CONTRACTOR**

**DISTRICT**

CONTRACTOR

LIBERTY PUBLIC SCHOOL DSITRICT  
8 VICTORY LANE  
LIBERTY, MO 64068

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Steve Anderson  
Chief Operations Officer

\_\_\_\_\_  
Contractor Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Respondent's Initials \_\_\_\_\_

**ATTACHMENT (A) – STATEMENT OF WORK**

This attachment will be provided by the awarded vendor once the bid award recommendation has been approved.

Either a Statement of Work by Vendor, the Bid Response Form, or a copy of the entire bid proposal submitted by the awarded vendor will be included in the Service Contract as Attachment A.

Respondent's Initials \_\_\_\_\_

**ATTACHMENT (B) - FELONY CONVICTION NOTIFICATION FORM**

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone: Fax Number:** \_\_\_\_\_

**Authorized Company Official’s Name:** \_\_\_\_\_ (Printed)

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Respondent’s Initials \_\_\_\_\_



**ATTACHMENT (C) - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

Respondent's Initials \_\_\_\_\_

**ATTACHMENT (D) – FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

Respondent’s Initials \_\_\_\_\_

## **EXHIBIT A**

### **Exact Number of Vending Machines to be Determined\***

As of October 2023, there is an estimated 12,400 students enrolled in the district. There are an estimated 250 students at the Early Childhood Center, 5,530 students at the elementary level, and 6,945 students at the secondary level.

There is an estimated 2,100 certified and non-certified staff member's district wide.

#### **Elementary School**

1. Alexander Doniphan
2. Liberty Oaks
3. Kellybrook
4. Shoal Creek
5. Warren Hills
6. Ridgeview
7. Franklin
8. Lillian Schumacher
9. Manor Hill
10. EPiC

*Vending machines in elementary buildings will be located inside staff lounges only.*

#### **Middle Schools**

1. Liberty Middle School
2. South Valley Middle School
3. Heritage Middle School
4. Discovery Middle School

*Vending machines at Liberty Middle School will be located in the staff lounge only. Vending machines at South Valley Middle School, Discovery Middle School, and Heritage Middle School will be located in staff lounges and specific locations within commons areas only.*

*No machines at the Middle School level will be allowed to be placed in or around the cafeteria kitchen or cafeteria sitting area.*

#### **High Schools**

1. Liberty High School
2. Liberty North High School
3. Liberty Academy (High School Alternative)

*Vending machines at the Liberty Academy will be located in the staff lounge only. Vending machines at Liberty High and Liberty North High School will be located in staff lounges and specific locations within commons areas only.*

*No machines at the High School level will be allowed to be placed in or around the cafeteria kitchen or cafeteria sitting/eating area.*

#### **Other Facilities**

1. Support Services Center (Transportation, Purchasing & Distribution, Kid Zone, Fine Arts and Nutrition Services departments)
2. Early Childhood Center
3. District Administration Center
4. Facilities Center (Maintenance, Grounds, and Custodial departments)

Respondent's Initials \_\_\_\_\_

**EXHIBIT A – (CONTINUED)**

\*Number of vending machines at each site and locations within each site will be determined by site leadership.

	Can Soda	Bottle Soda	Glassfront Beverage	Snack Machine
Liberty High School-Commons	1	1	2	2
Liberty High School-Teachers Lounge	1		1	
Liberty-Administration Building			1	
Alexander Doniphan Elementary	1			1
Discovery Middle School-Commons Area			1	1
Discovery Middle Schoole-Teachers Lounge	1			1
South Valley Middle School-Teachers Lounge	1			1
Support Services Facility			1	
Liberty Middle School-Teachers Lounge	1			1
Manor Hill Elementary	1			1
Heritage Middle School-Gymnasium			1	1
Heritage Middle School-Teachers Lounge	1			
Ridgeview Elementary	1			1
Lillian Schumaker Elementary	1			1
Lewis & Clark Elementary	1			
Liberty North High School-Commons			2	2
Libery North High School-Teachers Lounge	1			1
Warren Hills Elementary	1			1
Kellybrook Elementary	1			1
Shoal Creek Elementary	1			1
Liberty Oaks Elementary	1			1
Early Childhood Center		1		
Liberty Academy	1			1
<b>Total Machines</b>	<b>17</b>	<b>2</b>	<b>9</b>	<b>19</b>

Respondent's Initials \_\_\_\_\_

**EXHIBIT B**

USDA's Standard for Smart Snacks In School Program (see link below)

<https://www.fns.usda.gov/tn/guide-smart-snacks-schools>

Respondent's Initials \_\_\_\_\_



**EXHIBIT D**

**RESPONDENT’S EXPERIENCE**

Please provide written responses to the following questions. If the answer to any of the questions is “Yes”, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: \_\_\_\_\_ Years performing vending machine service: \_\_\_\_\_

2. Has Vendor been declared in default of any contract?

Yes  No

3. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes  No

4. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent’s financial position or future viability?

Yes  No

**5. REFERENCES**

Provide four references from agencies you have provided vending machine services to in the past two (2) years, at least one reference should be a public-school system.

**Reference # 1**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Number of Years Providing Vending Machines Services to this Reference: \_\_\_\_\_

**Reference # 2**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Number of Years Providing Vending Machines Services to this Reference: \_\_\_\_\_

**Reference # 3**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Number of Years Providing Vending Machines Services to this Reference: \_\_\_\_\_

**Reference # 4**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Number of Years Providing Vending Machines Services to this Reference: \_\_\_\_\_

Respondent’s Initials \_\_\_\_\_

**EXHIBIT E**

**PERSONNEL QUALIFICATIONS**

Respondents are required to provide the information below in full detail.

Indicate person who will be supervising project and years of experience in similar work.

Name: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Type of Experience: \_\_\_\_\_

Complete the following for employees that will be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

Employee Names	Qualifications	Experience/Training
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Respondent's Initials \_\_\_\_\_