

# WRIGHT CITY R-II SCHOOL DISTRICT

## REQUEST FOR PROPOSAL

### Vending Services

October 1, 2024

#### I. GENERAL CONDITIONS

The Wright City R-II School District (hereafter “District”) is seeking proposals for snack vending services from qualified individuals, firms or organizations (hereafter “Vendor”) as described in this Request for Proposal (RFP).

If awarded bid:

- Vendor must provide a certificate of liability insurance for \$1,000,000 naming Wright City R-II School District, 90 Bell Road, Wright City MO, as an additional insured.
- Vendor must carry statutory amounts for Worker’s Compensation insurance.
- Vendor must participate in E-Verify. Employees must be verified within 30 days of the bid award and to continue using E-Verify throughout the life of the contract. New employees must be verified within 3 days. (See attached DL0018526, 2 pages).
- Per board policy, no registered sex offenders are allowed on District property.
- Per board policy, no firearms, alcohol, tobacco, imitation tobacco, electronic cigarettes or illegal substances are allowed on District property.

Vendors must provide a minimum of three references with names, addresses and phone numbers for which Vendor has provided the products being proposed. References from other school districts would be preferred.

**All proposals must be sealed and marked “Vending Services”.**

**All proposals must be received no later than 4:00 p.m. on Wednesday October 30, 2024**

**All proposals are to be submitted to:**

**Wright City R-II School District**

**Attn: Karen Cox**

**90 Bell Road**

**Wright City, MO 63390-3202**

All inquiries for information regarding RFP should be directed to Karen Cox at 636-745-7200 extension 14932.

#### II. SPECIFICATIONS

The term of the Contract, subject to early termination as set forth herein, should be a period of three (3) years. It is anticipated that the initial delivery of products and associated equipment would be December 2, 2024 and be completed by December 2, 2024.

Vendor agrees to indemnify and hold harmless the District and its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or

liability of character, type, description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, person or entities engaged as independent contractors by the Vendor and suppliers, provided, however, that the Vendor shall not be required to indemnify for the following:

- (a) acts or conduct by third parties, other than the District and its Board of Education, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;
- (b) claims where the District has failed to give adequate, prompt written notice thereof to vendor;
- (c) claims settled without the prior written consent of the Vendor; or
- (d) acts of intentional misconduct or negligence by the party to be indemnified.

The District reserves the right to terminate this contract by giving 30 days written notice if, in its opinion, the Vendor fails to meet the terms and conditions of the RFP.

## **Product**

It is the intent of the District to contract with a Vendor for snack and beverage items as per the attached specifications for all District buildings. Attachment A provides a list of all District buildings, addresses, vending machine locations, products and prices.

The District requires products that support the District Wellness Program - Policy ADF, ADF-AP (1) and the USDA's *Smart Snacks in School Beverage Options*. The vending machines in teacher workrooms or breakrooms are not accessible by students so need not follow the policy or standards.

Vendors should provide a list of products available, portion size, designate whether bottled or canned, show suggested price and percentage of profit for the District. Individual buildings will have the option to choose the products from the approved list.

## **Equipment**

The Vendor shall provide all (Snack) dispensing units at no cost to the District. All equipment shall remain the property of the Vendor. Vendor is responsible for installing and maintaining equipment. The exact locations, quantities and types of vending equipment and products sold will be determined by the District upon consultation with the Vendor. Vendor may not alter, increase or decrease the quantity of vending machines or the products contained within without prior written approval by the District.

The District reserves the right to add or remove vending machines from any location during the term of the Contract.

The Vendor shall respond to service calls within 24 hours of notification, at which time repairs or replacements shall be made. This does not include weekends or school holidays.

Deliveries and service calls shall be made no earlier than ½ hour after the start of school time and prior to ½ hour of dismissal to avoid traffic issues with school bus transportation and parent/student automobile traffic. Deliveries or service calls outside of these times must be agreed upon by the building administrator.

Vendors must be able to service machines during summer months for those buildings with summer school or summer activities.

The District will provide electrical hookups. Vendor will plug machines into outlets. Any special electrical requirements shall be noted in the submitted proposal.

All vending machines are to be equipped with power-miser units that minimize power consumption based upon hours and days of operation at each building.

Vendor shall install attractive or unobtrusive anti-tipping devices to prevent machines from being moved, rocked or tipped.

Vendor shall provide a system for the reimbursement of monies lost in the vending equipment due to malfunctions. Reimbursement should occur at a minimum of once a week at the District's various locations.

Vending machines must accept any combination of nickels, dimes and quarters. Vending machines must also accept one dollar bills and provide change for dollar bills.

Vendor employees entering District property should be attired in Vendor uniform and are expected to display a company ID. Vendor employees will always check in at each school's front office for any deliveries or service calls within that school building.

All products offered in vending machines shall be in recyclable containers. Vendors must offer recycling barrels or containers for the collection of empty beverage containers.

### **Pricing and Escalation**

Products must be furnished at the prices, costs and/or rates submitted, proposed, and approved unless otherwise stated.

Initial product pricing (cost to the District) must be valid for 12 months.

Commission rate will not be revised downward through the life of the contract.

Annual price adjustments thereafter will be as mutually agreed and must be consistent with the Consumer Price Index for "Food Away from Home" published by the Bureau of Labor Standards.

Vendor may request price and/or portion changes by July 1 to be effective with the new school year. Vendor shall provide data supporting recommended changes. After cost verification, the District shall determine those prices and/or portion changes to be approved and the effective date.

Cash incentives such as rebates, vending commissions and payments should be disclosed in the proposal.

Vendor will issue a monthly payment to the District business office for all vending profits due to the District. Vendor will include supporting reports detailing sales by school and machine. Reports should also include product type, price, quantity and commission.