

Dunklin R-5 School District

Request for Proposals Exclusive Beverage Pouring and Vending Rights and Services

I. GENERAL CONDITIONS

ALL INTERESTED PARTIES SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS SHALL BE EXPECTED TO OBSERVE THE CONDITIONS AND REQUIREMENTS SET FORTH IN THESE GENERAL CONDITIONS. SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT.

DEFINITIONS:

“District”	Dunklin R-5 School District, a public school district located in Jefferson County, Missouri.
“Proposal”	An offer to furnish services and materials in accordance with the request for proposal, the general conditions, and specifications.
“Proposal Form”	The form on which the Interested Party submits his/her proposal.
“Interested Party”	Any individual, company, or corporation submitting a proposal.
“Successful Interested Party”	Any Interested Party to whom an award is made by the Group. Such parties are also referred to as “Vendor.”
“Specifications”	The description of materials, supplies and/or services requested.

PROPOSALS:

- 1) All proposals must be submitted in writing and in accordance with instructions provided by the District.
- 2) Proposals received after the time stated in the notice to Interested Parties may not be considered. Such proposals will be returned unopened to the Interested Party. The Interested Party assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Interested Party assumes responsibility for having his proposal deposited on time at the place specified.

- 3) General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- 4) The submission of a proposal will be construed to mean that the Interested Party is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
- 5) No charge will be allowed for federal, state or municipal sales and excise taxes because the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 6) In all specifications, the words “or equal” are understood to follow each item description. The decision of the District as to whether an alternate or substitution is in fact “equal” shall be final.
- 7) Prices shall be net, with no transportation and delivery charges, to the destinations indicated in the proposal. Title shall not pass until items have been delivered to and accepted by the District. Payment is to be paid by P-card with no service fee or net 60 day payment via check.

II. DETAILED SPECIFICATIONS

PURCHASE OF BEVERAGE ITEM REQUIREMENTS WITH EXCLUSIVE POURING RIGHTS/VENDING LICENSE INTENTION:

It is the intent of the District to contract with an Interested Party for the purchase of the District’s requirements for beverage items including: carbonated and non-carbonated artificially flavored drinks, packaged waters, sports drinks, fruit and/or vegetable juices, fruit and/or juice containing drinks, and ready-to-drink tea products (“beverage items”), all as per the attached specifications. Provided the interested party can match or provide similar drinks that are being provided in the cafeteria by the Food Service Department.

As part of this Contract, the District will grant to the Successful Interested Party a license to “vend” and “pour” beverage items in all of its facilities at compensation to be quoted by the Interested Party as part of its proposal.

Except as otherwise noted, the pouring rights and vending license granted by this Contract are to be exclusive. The Interested Party shall quote, as part of its proposal, any and all forms of compensation it will provide to the District in return for this exclusivity.

EXCLUSIVE POURING AND VENDING RIGHTS:

The exclusive pouring/vending rights shall apply to all District facilities where the beverage items, as listed above, are sold. The Central Office will be excluded from this agreement.

Food service vendors shall be exempt from terms of the exclusive pouring and vending agreement.

DURATION OF CONTRACT:

The duration of the Contract, subject to earlier termination as set forth herein, shall be a period of five (5) years from the date of execution. Such proposals must set forth all terms, conditions and other relevant factors upon which the proposed renewal is offered.

WORK INCLUDED:

The Vendor shall furnish all labor, materials and equipment necessary to perform any services under the Contract, with direction from the District.

VENDING AND FOUNTAIN EQUIPMENT:

The exact locations, quantities and types of vending/fountain equipment to be placed throughout the District's facilities, including the type of product to be sold, will be determined by mutual agreement of both parties (or, if applicable, "by the District upon consultation with the successful vendor"). However, the Vendor may not alter and/or decrease in number the present location and quantity of vending machines at the District's various buildings and facilities at the time of execution of the Contract.

All costs to furnish, deliver, install, and repair all vending/fountain equipment placed in the District's facilities shall be borne solely and exclusively by the Vendor.

The Vendor shall establish a system for the reimbursement of monies lost in the vending equipment. The system shall include a scheduled date of reimbursement to occur at a minimum of once a week at the District's various buildings.

DOCUMENTS:

All Interested Parties are required to use the Proposal Form furnished by the District when submitting their proposals. Envelopes should be marked "SOFT DRINK PROPOSAL" when submitted, with the information requested on the face of the envelope, as set forth in the "Instructions to Interested Parties".

PERSONAL EXAMINATION:

Interested Parties are required to satisfy themselves, by personal examination and inspection of the sites upon pre arranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the Contract. The District Central Office should be contacted to schedule any examination of the premises.

No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor's failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation.

ESTIMATED QUANTITY:

The District does not guarantee any specific amount and shall not be held responsible for any particular volume of purchase/sale. In any event, the Vendor shall cover the District's requirements where more or less than the Vendor's estimated amount is required.

VEND AND POUR PRICES:

Each proposal shall clearly set forth the proposed "vend" and "pour" prices for all beverages included in the Contract. Each Interested Party shall indicate the proposed prices on the "Proposal Form" provided.

PRICE ESCALATION CLAUSE:

In the event that the Vendor's supplier or manufacturer increases the price of the item(s) to be supplied hereunder during the term of this Contract, such increases only may be passed on to the District. No increase in overhead and/or profit to the Vendor will be allowed. At the time of request, the Vendor must furnish written substantiation of increase by its supplier/manufacturer to the Purchase Officer. Such substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the District and shall only be effective upon acceptance by the District in writing.

"Overhead" for the purposes of the Contract shall be defined as the cost to the Vendor of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation and labor, etc.

AUDITING:

The proposal shall acknowledge the District's legal right to conduct an appropriate audit of the books and records maintained by the Vendor in connection with the goods and services provided under the Contract with the District.

SAMPLES:

The Interested Party shall submit, if requested to do so by the District, samples of the items it intends to furnish under the Contract. Samples shall be submitted under separate cover at the time of proposal. Samples that are not claimed within forty-five (45) days of proposal opening will be considered as property of the District.

MATERIAL LISTED:

Each Interested Party shall submit, in spaces provided, the exact names of the various items on which it is submitting proposals. Items shall be clearly marked and fully describe any variations from that specified.

INSURANCE:

The Vendor, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance policy, which includes coverage for contractual liability, products liability and completed operations and property damages, in an amount not less than \$2,000,000 for each claim and \$4,000,000 for each occurrence during the Term, and an automobile liability insurance policy covering owned, non-owned, and hired vehicles with coverage at \$2,000,000 combined single limit. The Vendor will also keep in force and effect throughout the Term workers' compensation insurance to the extent required by law. A certificate or certificates of insurance evidencing the Vendor's insurance coverage and naming the District as an additional insured shall be delivered to the District upon execution of the Contract.

INDEMNIFICATION AND HOLD HARMLESS:

The Vendor shall 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 any character, type, or 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, persons 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 the 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.

STATE AND FEDERAL NUTRITIONAL/SANITATION GUIDELINES:

Interested Parties are informed that any agreement resulting from these specifications must be in accordance with all rules and regulations concerning product selection, machine accessibility, etc., as set forth by the District and/or in accordance with all applicable State and Federal nutritional and sanitation guidelines.

CONFLICT OF INTEREST:

The Vendor hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit there from.

INDEPENDENT CONTRACTORS:

The District and the Vendor are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act of omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

GOVERNING LAW:

The Contract shall be governed by and construed in accordance with the laws of the State of Missouri. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Missouri, County of St. Louis.

COMPLIANCE WITH DISTRICT REGULATIONS:

The Vendor shall cause all persons performing work on behalf of Vendor at the District to comply with all instructions pertaining to conduct and building regulations

issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Vendor.

The Vendor shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Vendor shall cause all persons performing work to comply with such modifications.

INSTALLATION AND MAINTENANCE:

The Vendor shall plug-in machines into outlets provided by the District at locations designated. The District shall furnish all electrical hookups. Electrical components of Vendor's machines shall comply with all applicable laws and codes. Any special electrical requirements shall be noted in the submitted proposal.

For any vending machines, the Vendor shall install attractive or unobtrusive anti-motion/tipping devices to prevent machines from being moved, rocked, or tipped.

The Vendor shall respond to service calls for inoperative machines within twenty-four (24) hours of notification, at which time repairs or replacement will be accomplished. This twenty-four hour period shall not include weekends or school holidays. Service calls should be made between the hours of 7:00 a.m. and 4:00 p.m. unless alternative arrangement is made.

The Vendor shall bear all costs for repair or replacement as a result of vandalism to the Vendor's machines.

ADDITIONAL INFORMATION:

Should an Interested Party require additional information with regard to the goods and services requested in this proposal or the terms and conditions of same, the Interested Party should contact:

Dr. Clinton J. Freeman
497 Joachim Avenue
Herculaneum, MO. 63047

District Census Information

1. The District has approximately 1,496 students.
 - High School - 420
 - Middle School - 414
 - Pevely Elementary School – 714
 - Taylor Early Childhood Center- 110
2. The District employs approximately 289 full and part-time faculty and staff.
3. The District operates 4 buildings, excluding administrative building.

VENDING LOCATIONS

Pevely - One Machine located in the Teacher's Lounge

STMS - One Machine located in the Teacher's Lounge

HHS - One Machine in the lower hallway
One Machine in the hallway by the Cafeteria
One Machine in the workroom

Taylor- One Machine Needed.

General Information:

1. All proposals shall adhere to the advanced Missouri Eat Smart Nutrition Guidelines with the exception of concession stand items and teacher lounges.
2. All vending machines will be equipped with a dollar changer.
3. The "Request for Proposal" form must be completed and submitted. Additional information may be included as an attachment.
4. All proposals shall be submitted by **October 26, 2018** and addressed to Dr. Clinton J Freeman, 497 Joachim Avenue Herculaneum, MO. 63047. Proposals should be submitted and packaged in an envelope entitled SOFT DRINK PROPOSAL.
5. Proposals will be reviewed by District Administration and it is the intent of the District to make a recommendation to the Board of Education at the November Board of Education meeting.

Request for Proposal

1. Payment for exclusive agreement:

Year One	\$	_____
Year Two	\$	_____
Year Three	\$	_____
Year Four	\$	_____
Year Five	\$	_____
Other		_____

2. Number of free cases of 12 oz. product per year _____

3. Student/teacher incentives (please list)

4. Package and/or concessions for the Wrestling Invitational (please list items included in package):

5. Provide a 1,500.00 Cashier Check (returned if contract not rewarded)
6. Sponsorship funding with specific dollar amounts (please list)
7. Improvement of Technology at Schools with specific dollar amounts (please list)
8. School Campus Improvements with specific dollar amounts (please list)
9. Other benefits provided by the vendor (please list):
10. Please submit a list of product offered number of product in unit and cost to the district.

Company

Representative Signature

Representative Title