



Park Hill School District

Building Successful Futures • Each Student • Every Day

VENDING SERVICES RFP 2019-20

PARK HILL SCHOOL DISTRICT
Nutrition Services Department
8500 NW Riverpark Dr
Pillar 116
Parkville, MO 64152

ARTICLES AND DESCRIPTION

Park Hill School District is soliciting sealed requests for proposal for a vendor to provide healthy snack and beverage vending machines for specified locations within the Park Hill School District. Proposals will be accepted at the Nutrition Services Department Office, 8500 NW Riverpark Drive, Pillar 116, Parkville, Missouri 64152 until 2:00 pm, Wednesday, June 12, 2019, at which time each proposal will be privately opened and made part of public record of the Park Hill School District. An award decision will not be made at the time of opening, but will be determined after evaluation of each proposal. It is not the policy of Park Hill School District to purchase on the basis of low bids alone, quality and suitability to purpose being the controlling factors. That being understood, the purchaser reserves the right to arrive at such by whatever means he may determine based on the criterion established in the this RFP.

This RFP must be mailed or delivered to the Park Hill School District Nutrition Services Office at or before 2:00 pm, Wednesday, June 12, 2019. Emailed or faxed bids will not be accepted. It is the bidder's responsibility to verify the bid is received. Failure to follow any of these instructions will disqualify the offer. RFPs received after the date and time specified above will be rejected. **Communication with 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.**

This is a firm offer which shall be irrevocable and open for acceptance for 45 calendar days from the day set for submission of bids. Park Hill School District reserves the right to accept or reject any or all bids, reserves the right to waive all irregularities and informalities, and to select the proposal deemed most advantageous to the District. When no response to bid is made, the vendor may be removed from our listing.

Questions regarding this bid should be directed to Susan Weaver at Park Hill School District at (816) 359-4090 or weavers@parkhill.k12.mo.us

NOTICE TO ALL RESPONDENTS

For your convenience, the label below has been provided to properly identify your proposal submittal. The bid document must be printed, signed and enclosed in the bid envelope. Type or print company name and address in area provided below and affix the label on the outer surface of the bid envelope or package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.

DO NOT OPEN - SEALED RFP - DO NOT OPEN

TITLE: Vending Services – Park Hill Nutrition
Services, Park Hill School District

PROPOSAL TO BE OPENED ON:

June 12, 2019 at 2 pm CST

FROM:

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CHILD SUPPORT CERTIFICATION

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CLEAN AIR AND WATER ACT

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

CIVIL RIGHTS/ ANTI-DISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington D.C. 20250-9410
2. Fax: (202) 690-7442 or
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

ENERGY POLICY AND CONSERVATION ACT

The undersigned affirms this company recognizes mandatory standards and polices related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

FELONY CONVICTION

“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.

Bidder must be of lawful age to enter into this agreement. This bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Education of the Park Hill School District, City of Kansas City, Missouri, County of Platte, nor any officer or employee or person whose salary is payable in whole or part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the services to which it is related, or in any portion of the profits hereof.

All employees and /or any subcontractor’s employees of said bidder must be lawfully present in the United States as required by MO Immigration Law HB1549.

DEBARMENT AND SUSPENSION

As required by Executive Order 12549, the undersigned certifies the following:

The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

BYRD ANTI-LOBBYING AMENDMENT

As relevant, contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier- to-tier up to the non-Federal award. (31 U.S.C. 1352)

LIMITED LIABILITY INSURANCE

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below for the Park Hill School District. Park Hill School District should be listed as an "additional insured" on a General Liability Policy. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and upon awarding of this contract. Certified copies of original insurance policies shall be furnished to PHNS.

- a) Workers' Compensation with Waiver of subrogation to Park Hill Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$1,000,000 each accident. Bodily Injury by Disease: \$2,000,000 policy limit, \$300,000 each employee. Park Hill shall be named as "additional insured" on workers' compensation policy.
- b) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability 1,000,000; Damage to premises rented to your limit, 100,000 any one premises, Medical expense limit 5,000 any one person. Personal and Advertising Injury Liability. \$1,000,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. Park Hill shall be named as "additional insured" on commercial general liability policy.
- c) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Park Hill shall be named as "additional insured" on automobile policy.

Please share these requirements with your insurance agent and have a current ACCORD form Certificate of Insurance sent to Park Hill Nutrition Services Department, 8500 NW Riverpark Drive, Pillar 116, Parkville, MO 64152, within 15 days of award of contract.

PURPOSE:

Park Hill School District's Nutrition Services Department is soliciting proposals from qualified persons or firm to provide vending machine services with healthy snack foods and beverages for various District facilities. The successful bidder will be expected to provide services, machines and products to meet all aspects of this request for proposal. The vending machine services contract will be for one year and will have an annual termination clause with a renewal option at the District's discretion for a period of up to four (4) additional one (1) year periods.

INSTRUCTIONS:

1. Proposals submitted on separate forms are NOT acceptable unless specified in the document.
2. Failure to complete forms to the satisfaction of the District may result in the rejection of your proposal.
3. Changes to the specifications will not be allowed except by written addendum issued by the District.
4. All addendums issued will be posted on the district's web page at the following address:
www.parkhill.k12.mo.us under District Information, Connect with Park Hill, Request for Proposals and Bids.
5. 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.
6. Request for clarification must be received in writing no later than Thursday, June 6th, 2019.
7. Proposal will be opened at the time indicated on the Request for Proposals. No decisions relating to the award of the contract will be made at the time of the proposal opening. Bidders will be notified of the Nutrition

Services Department's award decision within 10 business days of the bid opening.

BID REQUIREMENTS:

1.1 Renewal Option:

- 1.1.1 The District reserves the right to negotiate the contract for four (4) additional one-year renewal periods following the initial term of the contract.
- 1.1.2 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.
- 1.1.3 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.

- 1.2 **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.

Evaluation criteria are as follows:

- Applicable Resources to Fulfill Contract - 20 points**
- Evidence of Experience with Similar Accounts – 10 points**
- Compliance with Smart Snack Guidelines – 15**
- Cost – 25 points**
- Commission - 30 points**

- 1.3 **Licenses and Permits:** The successful respondent shall secure licenses imposed by law and ordinances and pay all charges and fees, which may include a current City of Kansas City, MO business license.
- 1.4 **Certificate of Insurance:** The successful respondent must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to awarding the contract.

SPECIFICATIONS

1.5 Response Time Criteria:

- 1.5.1 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.
- 1.5.2 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.
- 1.5.3 Service calls shall include, but not be limited to, machine malfunction, low stock, expired stock, or a change of product selections.
- 1.5.4 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

service to be performed under this contract.

1.5.5 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.

1.5.6 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.

1.6 Post Award Information:

1.6.1 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.

1.6.2 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.

1.7 Prices: Pricing for snacks and other items shall be consistent with market pricing. The District and the vendor will review pricing strategies during an initial review meeting, and semi-annual meetings if deemed necessary by the District, and shall jointly decide to increase or decrease prices for any given facility or product.

1.8 Tax Exempt: The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

1.9 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. All food and snack selections in student access areas must meet USDA Smart Snack guidelines. Employee only areas are not required to comply with these regulations.

1.10 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.

1.11 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.

1.12 Right of Owner to Terminate Contract:

1.12.1 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.

- 1.12.2 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.

1.13 **Locations:**

- 1.13.1 Vendor shall place certain vending machines only in those locations designated by the District. An initial list of these locations is supplied in this packet titled **Vending Machine Requirements**, 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 Park Hill Nutrition Services Department. 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 Park Hill Nutrition Services Department.**

1.14 **Snack / Material Types**

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. <https://www.fns.usda.gov/tn/guide-smart-snacks-schools>. All respondents shall also furnish a list of non-compliant snack and beverage items along with the suggested vend price.

- 1.15 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.
- 1.15.1 **Healthy Snack Program:** All vended food items and beverages must be in compliance with USDA's Smart Snack in School Standards in areas with student access throughout the district as outlined in "Vending Machine Requirements" included in this proposal. Food items and beverages in employee only areas are not required to comply with Smart Snack guidelines.
- 1.15.2 Beverages provided must meet a range of taste preferences and may not be limited to products by only one company. Example - exclusively Pepsi or exclusively Coke products.
- 1.15.3 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,
- 1.15.4 **Any and all items containing alcohol or tobacco are strictly prohibited.**
- 1.15.5 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 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.

1.15.6 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.

1.15.7 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.

1.16 Equipment:

1.16.1 Vendor shall submit with proposal literature a 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.

1.16.2 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.

1.16.3 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.

1.16.4 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.

1.16.5 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.**

1.16.6 Each machine shall have at least the capability to handle the following items/functions:
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. 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 Park Hill Nutrition Services Department in cooperation with building administration, including quantities and types of machines.

Any placement of additional machines or removal of existing machines within the District without the express knowledge and written consent of the Park Hill Nutrition Services Department will be considered a breach of contract and may result in termination of the contract at the Nutrition Services Department's discretion.

1.17 Installation:

1.17.1 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.

1.17.2 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.

1.18 Maintenance:

1.18.1 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.

1.18.2 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.

1.18.3 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.

1.18.4 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.

1.19 Removal:

- 1.19.1** 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.
- 1.19.2** 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.
- 1.19.3** 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 as provided by law.

1.20 Gross Receipts Report:

- 1.20.1** 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.
- 1.20.2** Vendor shall make and present monthly reports of gross receipts for each location, listing gross receipts for each vending machine housed at that location. A copy of the monthly report must be presented to Nutrition Services Department's Director or designee. 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.
- 1.20.3** 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 conduct 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.
- 1.20.4** 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.

1.21 Commissions:

1.21.1 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:

**Park Hill Nutrition Services Department
8500 NW Riverpark Drive, Pillar 116
Parkville, MO 64152**

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

1.22 Contract Terms:

1.22.1 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 days’ notice to the vendor of the District’s intent.

1.22.2 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.

1.22.3 All hours of operation and student and staff access to all vending machines at all district facilities are subject to change at the sole discretion of the Park Hill Nutrition Services.

1.23 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.

1.24 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

1.25 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.

1.26 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.

1.27 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.

Vending Machine Requirements:

- Vending Machines can be operational 24 hours a day, 7 days a week.
- Addresses for each location will be supplied to the successful bidder or upon request.

Location:	Vending Type	Vending Location	Smart Snack Compliance
Chinn Elementary	Beverage - 1	Employee Breakroom	Not Required
English Landing Elementary	Beverage – 1	Employee Breakroom	Not Required
Graden Elementary	Beverage – 1	Employee Breakroom	Not Required
Hawthorn Elementary	Beverage – 1	Employee Breakroom	Not Required
Hopewell Elementary	Beverage – 1	Employee Breakroom	Not Required
Line Creek Elementary	Beverage – 1	Employee Breakroom	Not Required
Prairie Point Elementary	Beverage - 1	Employee Breakroom	Not Required
Renner Elementary	Beverage – 1	Employee Breakroom	Not Required
Southeast Elementary	Beverage – 1	Employee Breakroom	Not Required
Tiffany Ridge Elementary	Beverage – 1	Employee Breakroom	Not Required
Union Chapel Elementary	Beverage – 1	Employee Breakroom	Not Required
Gerner Early Childhood Ctr	Beverage - 1	Employee Breakroom	Not Required
Russell Jones Day School	None		
Park Hill High School	None		
Park Hill South High School	Beverage – 3	Student Commons	Required
	Snack - 2	Student Commons	Required
Congress Middle School	Beverage – 1	Employee Breakroom	Not Required
Lakeview Middle School	Beverage – 1	Employee Breakroom	Not Required
Plaza Middle School	Beverage – 1	Employee Breakroom	Not Required
Walden Middle School	Beverage – 1	Employee Breakroom	Not Required
Park Hill Support Services	Beverage - 1	Warehouse Breakroom	Not Required
Park Hill District Office	Beverage – 1	Lower Level Lobby	Not Required
	Snacks – 1	Lower Level Lobby	Not Required
	Beverage – 1	Employee Breakroom	Not Required

VENDING RFP DOCUMENTATION REQUIRED

Evaluation criteria are as follows:

Applicable Resources to Fulfill Contract - 20 points

Evidence of Experience with Similar Accounts – 10 points

Compliance with Smart Snack Guidelines – 15

Cost – 25 points

Commission - 30 points

Resources to Fulfill Contract	Yes	No	Comments/Explanation
Bidder is able to provide the number and type of vending machines outlined on "Vending Machine Requirements?"			
Has vendor been declared in default of any contract?			
Within the last 3 years has vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy standards?			
Is the Vendor now subject to any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability?			
Experience			
Years in business under present name?			
Years performing vending services?			
References – provide 3 agencies you have provided vending machine services for in the past 2 years. At least one should be a school district.			
Organization Name/ Years of Service	Contact Name and Telephone Number		
1.			
2.			
3.			

Snack and Beverage Item Listing/Nutritionals/Cost: (Complete information must be provided for proposal to be considered)			
Indicate that all information requested below is included in proposal			
Information Required:	Listing of all snacks and beverages provided	Nutritional Information Provided	Proposed Retail Cost Provided
Smart Snack Compliant Snacks and Beverages	Yes No	Yes No	Yes No
Non Smart Snack Compliant Snacks and Beverages	Yes No	NOT REQUIRED	Yes No
Vending Commission to Park Hill (list percentage to be provided to the district for the duration on the contract.)			%

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

City, State, Zip: _____

Vendor Telephone: _____ Fax Number: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

NO RESPONSE FORM

Park Hill School District Vending Proposal

Whereas on the _____ day of _____, 2019

(print name of company)
has reviewed PHSD solicitation and elects not to submit a proposal:

Street Address

City, State, Zip Code

Telephone/Fax Number

Name of Authorized Individual

Signature of Authorized Individual