

Hamilton R-II School District Request for Proposals Beverage Vending Services

Scope of Work:

The Hamilton R-II School District (“District”) is requesting proposals from qualified individuals, firms or organizations to provide the items, goods, supplies and products as described in this RFP (hereinafter called the “Beverage Vending Services”) on an as-needed basis for a term of 3 years. It is anticipated that initial Beverage Vending Services will begin on February 1, 2025. Vending services would include providing beverage vending machines/coolers to be stocked by the vendor.

Project Locations:

Vending:

Penney High School, 903 N. Davis Street, Hamilton, MO 64644

Hamilton Middle School, 903 N. Davis Street, Hamilton, MO 64644

Hamilton Elementary School, 7650 NW Harley Road, Hamilton, MO 64644

Cooler:

MS/HS Kitchen A La Carte

Softball Concessions Stand

Football Concessions Stand

Basketball Concessions Stand

Upon mutual agreement of the District and the selected vendor, additional sites may be added to the scope of work at a later date if necessary.

Submission Requirements:

January 15, 2025 by 3:00pm. The proposal shall be submitted in a sealed envelope; labeled with the company name and contact information; RFP Beverage Vending must be prominently written or printed on the sealed envelope.

Deliver or send to:

Hamilton R-II School District

419 S. Hughes Street

Hamilton, MO 64644

Contact: Dr. Billie McGraw, Superintendent

mcgraw@hamilton.k12.mo.us

816-583-2134

Include in your proposal a list of no more than five (5) other school districts or governmental entities for which your company currently or previously (within five years) performed similar services.

General Requirements:

1. Proposal shall include all fees, delivery costs, and associated charges. Proposer shall submit a price list appropriately evidencing and itemizing Proposer's prices, including any applicable discounts, incentives, etc.
2. Vendors may submit up to 3 proposals that take into account price of product, cash incentives, and product and incentives.
3. All vending equipment, including vending machines, coolers, and products will be provided by the Vendor.
4. Initial product pricing (cost to the District) must be valid for 12 months. Annual price changes thereafter allowed based upon mutual agreement and consistent with Consumer Price Index for "Food Away from Home" as calculated by the U.S. Department of Agriculture.
5. Vendor minimum order quantities must be mutually agreed to by both parties. Backordered quantities or late deliveries will not impact pricing for ordered quantities.
6. The vendor may recommend vending machine prices and/or cafeteria line pricing, and concessions pricing but final sale prices must be mutually agreed to by the District.
7. The district does not require to have scoreboards and signage to be part of the package. Price of product and yearly cash disbursements will be the primary determining factor.
8. Cash incentives such as rebates, vending commissions and annual payments should be provided. Free product incentives are encouraged and should be provided.
9. Vendors should describe other incentives available such as signage, cups, scoreboards, sports packages, sponsorship, promotional or charitable donations, etc.
10. Vendors are required to provide monthly volume reports to the District. Reports should provide volumes by school or building, product type, and vending machine in Excel format.
11. The selected vendor will be responsible for loading and servicing all vending machines/coolers. The vendor will issue a monthly payment to the District for all vending profits due to the District with supporting reports detailing sales by school and by vending machine.
12. 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.
13. All vending machines accessible to students must be equipped with timers used to limit the vending time students can patronize the machines. Vending times to be established by the building administrator.
14. School deliveries and servicing to occur ½ hour after school start time and prior to ½ hour of dismissal to avoid traffic issues with school bus transportation and parent or student automobile traffic. Deliveries or service calls outside of these times must be agreed to by the building administrator.
15. Building administrators to have final approval for the number and placement of all vending machines/coolers and equipment located on school property or within the school building(s).
16. Vending machines/coolers and equipment must be stocked and ready for service by the first day of the school year based upon the District's school calendar. Vendors to provide a timeline and plan required to meet the ready for service date of Aug 18, 2025.

17. Vendors must be able to service buildings during summer months for those buildings with 12-month employees and summer school locations.
18. Vendor employees entering District buildings are expected to display a company ID and have clean driver and criminal records.
19. All beverage equipment, coolers, ice machines, and vending machines will be provided at no additional cost to the District.
20. Products offered to students must adhere to the American Beverage Association (ABA) guidelines and USDA smart snack K12 requirements.
21. The District is tax-exempt and can provide a tax-exempt form upon request.
22. Upon approval of the contract, the vendor will provide a Certificate of Insurance.
23. All Applicable Federal and State Laws, Municipal Ordinances, Codes and Rules, and Regulations of all authorities having jurisdiction over the work shall apply, including the District's Policies.
24. The District is Weapon Free, Tobacco Free, and Drug-Free workplace, and the vendor must comply with District guidelines, Board Policies, Regulations, and Procedures.

Terms and Conditions:

1. The District, in its sole and absolute discretion, shall select the lowest or best proposal that is most advantageous to the District based on price, quality of service, and the vendor's qualifications and capabilities to provide the specified services.
2. The District reserves the right to reject any and all proposals, to waive informalities or irregularities in proposals, and to accept or further negotiate the cost, terms, or conditions of any proposal when it is determined to be in the best interest of the District.
3. The term of any future agreement with the District shall be for the term of three years. The price quotations stated in the proposal will not be subject to any price increase during the first year. However, upon mutual agreement, the District and vendor may agree to extend the agreement for up to 3 years annually.
4. Termination without cause. Either party may terminate the agreement by giving thirty (30) days' written notice to the other party.
5. The vendor shall conform to the code of ethics of their respective national professional associations.

Insurance Requirements:

The vendor shall maintain, at its own expense during the term of the contract, the following insurance:

1. Workers Compensation meeting Missouri statutory limits, and Employer's Liability Insurance with a minimum of \$100,000 for each accident for an employee.
2. Commercial General Liability Insurance with a combined limit of \$2,000,000 for each occurrence of bodily injury and property damage. The District shall be added as "additional insured" on the general liability policy with respect to services provided under the agreement.
3. Auto Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance, including residual liability insurance with a minimum combined single limit of \$2,000,000 for each accident for bodily injury or property damage.

The vendor shall furnish the District with satisfactory certificates of insurance or certified copies of the policy.

Payment:

Upon satisfactory completion of a delivery to properly issued invoices throughout the term of the agreement.

Contractual Terms:

Any vendor submitting a proposal acknowledges and agrees that the Board's selection of their company shall in no way create a valid or binding contract between the vendor and the District. Any vendor submitting a proposal agrees, by submitting a proposal, that any resulting contract between the District and the selected vendor shall contain the following provisions in substantially the same form as below. Any changes shall be mutually agreed upon by the parties, but the District reserves the right to reject the proposal of the submitting vendor if an agreement cannot be reached on the final contract terms.

1. Provider agrees and warrants that it is qualified, experienced, capable, and if applicable, licensed, to provide the Services set forth under this Agreement.
2. The District shall have no less than forty-five (45) days upon receipt of an invoice in which to make payment on the same.
3. Provider shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by District and provide proof of insurance upon request. Insurance provided under this Agreement shall include a Certificate of Insurance which names the District as additional insured. The parties agree and understand that the District's inclusion as an additional insured on Provider's applicable insurance policies and the insurance coverage thereby provided to District is neither intended nor required to provide coverage to District for claims from which District enjoys sovereign immunity. The applicable Certificate of Insurance listing District as an additional insured may contain specific coverage exemptions for the District from such claims. In addition, such insurance shall remain in effect until such time as the District has determined that this Agreement is complete.
4. Provider shall not use any employee to provide Services who is a registered sex offender. This condition shall also apply to any subcontractors of Provider.
5. Provider shall provide to District an affidavit certifying that it has conducted a background check within the last calendar year on any employee, subcontractor, or subcontractor's employee who provides Services on District property, and that all such individuals have successfully passed these background checks.
 - a. The background check required must, at a minimum, be the same type of background check that must be conducted for an employee or "screened volunteer" under § 168.133, RSMo.
 - b. Provider shall not utilize an employee, including a subcontractor or his employee, to provide Services whose background check reveals a conviction, guilty plea, or plea of nolo contendere for any of the following: 1) any crime involving sexual contact, sexual abuse, or sexual exploitation of a minor in any form; 2) any crime involving abuse or exploitation of a minor in any form; 3) any felony involving the use, sale, or possession of a controlled substance that occurred in the last 10 years; 4) any felony involving the use, sale, or possession of a weapon

that occurred in the last 10 years; or, 5) any felony involving assault or other harm to another person that occurred in the last 10 years.

c. Provider will submit the required affidavit to District within 14 days of execution of this Agreement. The affidavit is required to be on file with District prior to Provider providing Services to District.

6. It shall be the responsibility of Provider to ensure all of its employees and subcontractors are in compliance with District access security requirements.

7. No vendor will perform a service or deliver a product without a District purchase order.

8. The vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the school board: including any committee member for the purpose of influencing consideration of this RFP.

9. Provider shall adhere to all applicable laws, rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies and Regulations, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.

10. With respect to access to personally identifiable information from education records, as those terms are defined under FERPA, Provider represents, warrants, and agrees that:

a. Provider has a legitimate educational interest in accessing the information;

b. Provider performs an institutional service or function for which District would otherwise use employees;

c. Provider is under the direct control of District with respect to the use and maintenance of education records; and

d. Provider is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and redisclosure of personally identifiable information from education records.

11. District and Provider are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Provider and any person employed by or conducting business with District shall not be a partner, employee, agent or joint venturer of District.

12. Within 7 days of the execution of this Agreement, Provider shall provide to District an affidavit of compliance with E-Verify rules including a notarized statement that Provider has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Provider does not knowingly employ any person who is an unauthorized alien in conjunction with the Services being provided under this Agreement.

13. To the extent that § 34.600, RSMo. applies to this Agreement, Provider hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

14. This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Caldwell County, Missouri.

15. Provider shall defend, hold harmless, and indemnify District, its governing Board, officers, agents, and employees from every claim, demand, loss, and expense which may be made by reason of any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act or omission, or willful misconduct, of Provider or any person, firm, or corporation, employed by Provider, including any subcontractors, in connection with Provider's performance under this Agreement.

16. Nothing in this Agreement shall constitute any waiver of District's sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.

17. Provider may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the District.

18. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Party with the intent to sign, authenticate, or accept such contract or record) hereto or to any other certificate, agreement, or document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act, Missouri's Uniform Electronic Signatures and Records Act, §§ 432.200-.295, RSMo., or any similar State law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

19. In the event it should become impossible for either Party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due to the party's own fault or negligence.

PROPOSAL FORM – Beverage Vendor

The undersigned agrees and understands:

That the District has the right to reject any and all bids, to waive technicalities or other requirements for its benefits, and to accept the bid as genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rule of any group, association, or corporation;

That there has been no attempt on their part to directly or indirectly induce or solicit any other vendor to submit a false or sham bid;

That there has been no attempt on their part to solicit or induce any person, firm or corporation to refrain from submitting a bid;

That the undersigned, if selected as the successful bidder, will enter into a contract with terms in substantially the same form as outlined in this RFP, and failure to do so or any attempt to modify the terms of said contract shall be grounds for the District to reject the bid;

And that they have not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the District.

Materials provided during this process cannot be guaranteed to be held in confidentiality due to Missouri Sunshine laws.

Contact Name: _____

Company Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Signature: _____

BID AMOUNT _____ (Additional sheets with line-item pricing based on the proposal requirements may be enclosed with this sheet.)