

Request for Proposals Memorandum

To: Prospective Bidders
From: Dr. Josh Isaacson, Superintendent
Date: 3/1/2022
Re: **Exclusive Beverage Pouring and Vending Rights and Services**

De Soto #73 School District is requesting competitive proposals from vendors for the Exclusive Beverage Pouring and Vending Rights and Services. Enclosed is a Request for Proposal (RFP), responsive Proposal will comply with all federal, state and local regulations. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

Proposals will be accepted no later than 9:00 a.m., Monday, April 11, 2022. No late submittals will be accepted. The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The award for the **Exclusive Beverage Pouring and Vending Rights and Services** may be considered by the Board at its regular meeting in April.

Questions may be directed to **Dr. Josh Isaacson, Superintendent**, via phone at (636) 586-1000 or via email at isaacson.josh@desoto.k12.mo.us

Proposal bid packet and specifications may be obtained by accessing the District Website at www.desoto.k12.mo.us/administration/request_for_bids

Interested firms are to submit two (2) copies of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

De Soto #73 School District
Attn: Dr. Josh Isaacson
610 Vineland School Road
De Soto, MO 63020

RE: Exclusive Beverage Pouring and Vending Rights and Services

Important Dates

PRE BID MEETING/SITE VISIT.....N/A
RETURN DATE and TIME..... **April 11, 2022 prior to 9 a.m.** local time
BID OPENING DATE and TIME**April 11, 2022, at 11 a.m.** at the
Central Office, 610 Vineland School Road, De Soto, MO 63020

All proposals submitted with RFP **Bid Form** must be delivered to the Superintendent Office **before 9:00 a.m. on April 11, 2022** to be considered for evaluation. Proposals received after this time may not be accepted and may be returned to the vendor unopened.

De Soto #73 School District
REQUEST FOR PROPOSAL

Title: **Exclusive Beverage Pouring and Vending Rights and Services** Issue Date: 3/1/2022
Contact Person: Dr. Josh Isaacson Phone: (636) 586-1000
Email: isaacson.josh@desoto.k12.mo.us

RETURN PROPOSAL NO LATER THAN: **April 11, 2022, at 10 a.m. CST**
RETURN PROPOSAL AND ADDENDA TO:

De Soto #73 School District
ATTN: Dr. Josh Isaacson
610 Vineland School Road
De Soto, MO 63020
RE: **Exclusive Beverage Pouring and Vending Rights and Services**

Request for Proposal Specifications

The De Soto #73 School District is seeking competitive bids for Exclusive Beverage Pouring and Vending Rights and Services. Below are the Minimum Specifications:

- All proposals shall adhere to the advanced Missouri Eat Smart Nutrition Guidelines with the exception of concession stand items and teacher lounges.
- All vending machines will be equipped with a dollar changer at a minimum.

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.

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.

WORK INCLUDED:

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

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 July 1, 2022 through June 30, 2027. Such proposals must set forth all terms, conditions and other relevant factors upon which the proposed renewal is offered.

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.

PERSONAL EXAMINATION:

Interested Parties are required to satisfy themselves, by personal examination and inspection of the sites upon prearranged 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.

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.

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.

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.

District Census Information

1. The District has approximately 2,585 students.
 - High School - 843
 - Junior High School - 392
 - Vineland Elementary School – 638
 - Athena Elementary School-513
 - Early Childhood Center- 199
2. The District employs approximately 400 full and part-time faculty and staff.
3. The District operates 5 buildings, excluding administrative building.

CURRENT VENDING APPROXIMATE LOCATIONS

De Soto High School:

- Entry-way
- End Hallways

Three teachers' lounges – 3 machines

- Cafeteria- 2 machines

De Soto Junior High School:

- Upper hallway-2 machines
- Upper hallway-1 water machine
- Teacher Lounge-1 soda machine

Vineland Elementary School:

- Lower teachers' lounge-1 machine
- Cafeteria- 1 Dasani water machine

Athena Elementary School:

- Two teachers' lounges- 2 machines
- Nurse's Office- 1 Water Machine

Early Childhood Center:

- 1 Soda machine in the lounge

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. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITIES THEREIN.

Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until the time when the District takes official action on the Proposals.

The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.

Due regard will be given for the protection of proprietary information contained in all Proposals received. However, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following legend: **“Technical data contained on pages _____ and _____ in this Proposal furnished in connection with the Request for Proposals of the De Soto #73 School District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Company as a result of or in connection with the submission of this Proposal, De Soto #73 School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”**

The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.

The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.

No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.

The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.

The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.

To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview.

The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal. The District reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of contract satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.

In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.

All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.

The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the bid submission.

The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.

In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.

The submission of a Proposal will be construed to mean that the Company is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.

Prices shall be net, including transportation and delivery charges, to the destination indicated in the Proposal. Title shall not pass until items have been delivered to the acceptance by the District.

In all specifications, the words "or equal" are understood to follow each item description. The decision of the District as to whether an alternative or substitution is in fact "equal" shall be final.

All interested Companies submitting a Proposal in response to this RFP shall be expected to observe the conditions and requirements set forth in the RFP. Such conditions and requirements shall form an integral part of the contract to be awarded by the District.

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. 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, including transportation and delivery charges, to the destination indicated in the proposal. Title shall not pass until items have been delivered to and accepted by the District.

PRODUCT OR SERVICES INCLUDED:

The interested party shall furnish all labor, materials and equipment necessary to perform the scope of work and any services under the Contract, with direction from the District.

PRICE ESCALATION CLAUSE:

No increase in overhead and/or profit to the Vendor will be allowed. At the time of request, the interested party 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.

MATERIAL LISTED:

Each Interested Party shall submit, on attached sheets, 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. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.

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. The interested party will also keep in force and effect throughout the Term workers' compensation insurance to the extent required by law.

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 attorney's' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the interested party, its agents, servants, employees, persons or entities engaged as independent contractors by the interested parties and suppliers, provided, however, that the interested party 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 interested party, 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 interested party;
- (c) claims settled without the prior written consent of the interested party; or
- (d) acts of intentional misconduct or negligence by the party to be indemnified.

CONFLICT OF INTEREST:

The interested party 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 their from.

INDEPENDENT CONTRACTORS:

The District and the interested party 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 Jefferson.

COMPLIANCE WITH DISTRICT REGULATIONS:

The interested party shall cause all persons performing work on behalf of interested party and 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 interested party 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 interested party shall cause all persons performing work to comply with such modifications.

The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for

completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.

No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.

THANK YOU FOR YOUR PROPOSAL TO THE DESOTO #73 SCHOOL DISTRICT