

# REQUEST FOR PROPOSAL



## **School Vending Machine Request for Proposals**

Proposals Due: **November 9, 2020**

Wilson School District

District Administration Office

2601 Grandview Boulevard

West Lawn, PA 19609

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**SECTION I  
RFP INVITATION**

**REQUEST FOR PROPOSAL**

*Wilson School District* invites qualified proposers to submit proposals for:

**SCHOOL VENDING MACHINE CONTRACT**

The *Wilson School District* will receive sealed proposals for a School Vending Machine Contract as described in this Request for Proposal (“RFP”), subject to the conditions outlined in Sections II through IV, until **11:00 a.m. on Monday, November 9, 2020**, at which time they will be publicly opened and read aloud.

**SUBMISSION OF PROPOSALS**

The proposer shall submit three (3) signed copies (1 original, 2 photocopies) of the completed proposal in a sealed envelope, clearly marked with the proposer’s name and **“SEALED PROPOSAL: SCHOOL VENDING MACHINE CONTRACT.”**

**Proposals are due by 11:00 a.m. – November 9, 2020**

Mail or deliver proposal to the following address:

**Wilson School District  
Attn: Christine Schlosman, Chief Financial Officer  
2601 Grandview Boulevard  
West Lawn, PA 19609**

***PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.***

Wilson School District does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been received by the School District before the deadline. Proposals received after the time specified in this RFP Invitation will not be considered.

For information regarding the RFP specification, questions, or proposal opening, please contact Drew Kaufmann, Director of Athletics via email at [kauand@wilsonsd.org](mailto:kauand@wilsonsd.org) by 5 p.m. on Friday, October 23, 2020. The District has no obligation, and makes no promises, to respond to correspondence received after this deadline.

## SECTION II SCOPE AND GENERAL CONDITIONS FOR PROPOSERS

1. Scope: The District seeks a qualified vendor to sell beverages and snacks through vending machines, food service programs, and athletic activities within the District.

The successful proposer (“Contractor”) shall enter into a contract (“Contract”) with the District to sell beverages and snacks through District-operated concession stands and vending machines throughout the District. Contractor’s responsibilities shall include, but not be limited to, the following:

- a. Placement, maintenance, and stocking of full-service beverage and snack vending machines on the District's property and during any specified school sponsored events on District property.
- b. Installation and servicing of beverage and snack merchandising equipment in the District's school buildings and any concession operations.
- c. The delivery of packaged beverages and snacks to the District's concession operations.

Contractor shall not be responsible for supplying food or beverages for the District’s breakfast and lunch programs.

2. Contract Term: The exclusive Contract will be awarded for a 42-month term, with an option by the District to extend the Contract for two (2) one-year renewal terms. The Contract will commence on Jan. 4, 2021 and terminate on June 30, 2024, subject to the District’s option to extend the Contract for up to two (2) one-year renewal periods. The District has sole discretion to determine whether to exercise its right to extend the Contract for the renewal periods.

3. Delivery of Machines: The Contractor will be required to make complete delivery of the fully-stocked vending machines, in such quantities ordered by the District in writing, to the District on mutually agreed upon weekdays between January 4, 2021 and January 15, 2021. Cost of delivery shall be included in the proposal price. Any machines found to be damaged at time of delivery shall be repaired by the Contractor at Contractor’s sole cost and expense. All of the machines shall be subject to the inspection and approval of the District. In the event that any of the machines shall be rejected by the District, Contractor shall furnish substitute machines acceptable to the District at the Contractor’s sole expense.

4. Proposal Submission: Proposals, along with all required attachments, are due by 11:00 a.m. on Monday, November 9, 2020, at which time the proposals will be publicly opened and read aloud. Interested proposers shall submit three (3) signed copies (1 original, 2 photocopies) of the completed proposal in a sealed envelope, clearly marked with the proposer’s name and

**“SEALED PROPOSAL: SCHOOL VENDING MACHINE CONTRACT.”** Proposals must be addressed and delivered to the District’s Chief Financial Officer at 2601 Grandview Boulevard, West Lawn, Pennsylvania, 19609.

*PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.* The District does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been received by the District before the deadline.

**Proposals received after the time specified in this RFP will not be considered.**

5. Withdrawal/Resubmission: Proposals may not be altered after submittal. Proposers may withdraw proposals at any time prior to RFP opening, but any resubmission must be received by the deadline stated in this RFP.

6. Proposal Documents: Proposal documents consist of the RFP Invitation; Scope and General Conditions for Proposers; Conditions for Contractors; District Information; General Specifications; RFP Response Form; Non-Collusion Affidavit; and Proposed Form of Contract; and any addenda issued by the District prior to the proposal due date. All Proposals must be submitted on the District forms included with this RFP. Proposals submitted on forms other than the enclosed may be rejected at the District’s sole discretion. No alternate proposals that significantly deviate or modify the concept and ultimate objectives of this proposal will be considered. Non-compliance with these RFP specifications will disqualify proposals from further consideration.

7. Award/Rejection of Proposal: Proposers must submit a complete proposal covering all requirements identified in this RFP in order to be considered. All proposals will be carefully scrutinized to ensure that such requirements can be met. To avoid delays or misunderstandings, the proposer is requested to respond to each specification.

Proposals that are unsigned, improperly signed or sealed, or illegible, shall be rejected. The District reserves the right to reject any or all proposals or parts of a proposal, to waive any informalities as received, and to award a proposal in its entirety or only award parts of a proposal, in the District’s best interests, as determined in the sole discretion of the District. Proposals containing minor irregularities or informalities, not relating to price, time, or changes in the goods to be supplied pursuant to the Contract, may be rejected at the District’s sole discretion. The District reserves the right to waive any such informalities or irregularities when a waiver is in the District’s interest.

8. Requests for Interpretation or Information: Requests for interpretation or information must be made in writing to the District via email to Drew Kaufmann, [kauand@wilsonsd.org](mailto:kauand@wilsonsd.org) no later than 5:00 p.m. on Friday, October 23, 2020. Any information given to a proposer concerning the RFP will be furnished to all proposers as an addendum to the RFP if, in the

District's sole discretion, such information is deemed necessary to all proposers in submitting proposals, or the lack of such information would be prejudicial to uninformed proposers. Each proposer should rely only on written statements issued by the District in the form of an addendum to the RFP.

9. Contact Information for Proposer: Each proposer shall identify, via email to kauand@wilsonsd.org, a contact person, including their email address, so that the District can disseminate any addenda to all interested proposers.

10. Inconsistencies or Ambiguities: The proposer must promptly notify the District of any ambiguity, inconsistency, or error discovered in the RFP via email to kauand@wilsonsd.org.

**SECTION III**  
**GENERAL CONDITIONS FOR CONTRACTORS**

1. Limitation of Liability: Notwithstanding anything to the contrary, in no event shall the District's cumulative liability to Contractor for all claims, liabilities, losses, damages, costs, and expenses relating to the Contract or the goods or services provided thereunder, exceed the amount of the purchase price for any such goods or services that gave rise to such claims, liabilities, losses, damages, costs or expenses, less any amounts already paid by the District for such goods or services. The District shall not be liable to Contractor for any lost profit, loss of business, loss of goodwill, indirect, incidental, punitive, or consequential damages under the Contract or relating to the goods and services provided thereunder.

2. Indemnification: Contractor shall indemnify, defend, and hold harmless the District, and its affiliates, officers, elected officials, directors, employees, agents, successors and assigns from and against any and all losses, obligations, liabilities, claims, suits, judgments, damages (whether incidental, consequential, or otherwise), penalties, fines, costs, and expenses (including, without limitation, reasonable attorneys' fees, paralegal fees, expert fees, and consultant fees) arising out of, or in connection with (a) the violation or alleged violation of any law, ordinance, regulation, or rights of third parties by reason of performance or nonperformance by Contractor under the Contract; (b) breach of any term, condition, covenant, agreement, representation, or warranty by Contractor; (c) any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property relating to the use or design of any equipment, materials, goods, or services furnished by Contractor under the Contract or the processes or actions employed by or on behalf of Contractor; (d) injury or death to persons or any real or personal property damage, arising from or relating to the goods or services provided by Contractor under the Contract or acts or omissions of Contractor or its officers, directors, employees, agents, contractors, or subcontractors; or (e) claims arising from or relating to injuries to or death of Contractor's employees, including, but not limited to, claims based upon allegations of negligence of the District. The indemnity provided in clause (e) is applicable to claims for which Contractor has or may have immunity under the Pennsylvania Workers' Compensation Act, or other similar law, and Contractor agrees and acknowledges that by undertaking to indemnify the District, Contractor is expressly undertaking indemnification liability by written contract pursuant to Section 303(b) of the Pennsylvania Workers' Compensation Act, or any other similar law. Contractor's obligations under this section shall not be limited to its insurance coverage.

3. Jurisdiction; Venue: Any suit, action, or other proceeding seeking to enforce, or in any way relating to, any provision of the Contract shall be brought only in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. By submitting a proposal, proposers irrevocably consent and submit to the jurisdiction and venue of such courts. Proposers irrevocably waive any objection which they may have to the laying of the venue of any suit, action, or proceeding related in any way, without limitation, to the proposal process, the award of the Contract, or the performance of

the Contract, brought in such courts and any claim that such suit, action, or proceeding brought in such courts has been brought in an inconvenient forum or that such courts lack jurisdiction.

4. Waiver: Neither the failure nor delay by the District in exercising any right, power, or privilege will operate as a waiver of any such right, power, or privilege, and no partial exercise of any such right, power, or privilege will preclude further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

5. Governing Law: The Contract and transactions contemplated thereby shall be governed by, and construed in accordance with, the domestic internal laws of the Commonwealth of Pennsylvania, without regard to its principles pertaining to the conflict of laws.

6. Confidentiality: The District, or third parties on the District's behalf, may disclose to Contractor certain confidential or proprietary information ("the District Confidential Information"). Contractor agrees not to use, or make copies of, the District Confidential Information except as required for the performance of its obligations under the Contract, and agrees to limit access to the District Confidential Information to its own employees, agents and consultants strictly on a "need to know" basis; provided, however, that such agents, and consultants have executed an agreement with Contractor with confidentiality provisions at least as restrictive as those contained in this RFP and ultimate contractual agreement between the Contractor and the District. Upon expiration or termination of the Contract, or if requested by the District, Contractor shall, to the extent possible, promptly return all of the District Confidential Information. To the extent Contractor breaches, or the District could reasonably believe Contractor may breach, its confidentiality obligations stated herein, Contractor consents to the District obtaining injunctive relief to prevent, or otherwise limit the damages of, any such breach or threatened breach and waives any requirement for the District to post any bonds or collateral in connection therewith.

Under Pennsylvania's "Right to Know Law," 65 P.S. § 67.101, et seq., public records are required to be open for reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence while the District is evaluating the proposals. After the District has made a determination and taken public action with regard to awarding and/or rejecting proposals, all proposals will become public records. Trade secrets and other confidential proprietary data contained in the proposal may be held confidential if the proposer requests in writing that the District does so and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the proposer must be clearly identified in the proposal, and the proposer must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Information that is to remain confidential must be marked "Proprietary & Confidential" on each page within the proposal where such information exists. Blanket statements that the entire proposal is confidential shall be unacceptable.

7. Waiver of Consequential and Incidental Damages: Contractor waives claims against the District for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to consequential damages incurred by Contractor for

principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of actual and expected profits and any incidental damages of any kind, nature, or type. This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Contractor's and/or the District's termination of the Contract.

8. Prohibited Interests: No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving, the Contract or any portion thereof, shall become directly or indirectly interested personally in the Contract or in any part thereof and proposer shall immediately notify District to the extent it becomes aware or has reason to believe that any such official has become so involved. No officer, employee, attorney, engineer, or inspector of or for the District who is authorized in such capacity and in behalf of the District to exercise any legislative, executive, supervisory, or other similar functions in connection with the Contract shall become directly or indirectly interested personally (except in such professional capacity) in the Contract or in any part thereof. (18 Pa. C.S. § 7503; 62 Pa. C.S.A. § 4501 et. seq.)

9. Termination Generally. The District may terminate the Contract, for cause or for convenience, with thirty (30) days' advanced written notice to Contractor.

10. Termination for Cause. In the event of termination for cause, the District, in addition to all other damages recoverable by law, may recover from the Contractor legal fees, professional fees, costs, expenses, including, but not limited to, employee time attributable to said events, and the Contractor shall immediately pay the District for the same. In the event the Contractor fails to adhere to this contractual provision or other requirements of the Contract, whether the subject provision is material or not, to the extent the District incurs legal fees, professional fees, costs or expenses, of any kind, in the District's attempts to enforce such provisions, the District shall be entitled to assess and the Contractor shall be liable for the same to the District. In such event, the District may deduct such amounts from any application for payment, or other amounts invoiced by the Contractor.

11. Termination for Convenience. If the District terminates the Contract for convenience, the District shall pay only so much of the Contract price as is then due the Contractor for work performed or materials supplied in accordance with the Contract Documents in a manner satisfactory to the District and nothing more.

12. Independent Contractor. Contractor, in performing any services pursuant to a Contract with the District, acts in the capacity of an independent contractor, and in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Contractor for the services provided by Contractor pursuant to the Contract. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.



13. Immunity. As it pertains to third parties, nothing contained herein shall be construed as or imply that the District is waiving its sovereign immunity.

14. Non-Assignment. The Contractor may not assign or subcontract the Contract absent the express written consent of the District, which consent is in the District's sole and absolute discretion.

15. Insurance. Contractor shall not commence performance under the Contract until it has obtained all the insurance required under this paragraph. All liability insurance providers must be licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom the Contractor has purchased insurance coverage are to have an A- or better rating plus a financial rating of VI or better with the "AM Best's Company Key Rating Guide" – latest edition.

- a. Workers' Compensation and Employer's Liability Insurance: Contractor shall procure and shall maintain during the life of the Contract Worker's Compensation Insurance and Employer's Liability Insurance as statutorily required by the state and federal government for each accident, for all of its employees to be engaged in work pursuant to the Contract.
- b. General Liability Insurance: Contractor shall procure and shall maintain during the life of the Contract General Liability Insurance in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- c. Proof of Carriage of Insurance: Contractor shall procure, and shall keep in force for the duration of this Contract, a policy or policies of liability insurance, in the types and amounts described above, wherein the District is named as an additional insured party, issued by a company which is satisfactory to the District, covering all claims for personal injury, death, and property damage which arise out of or are in anyway related to any act done or omitted with respect to Contractor's performance of the Contract or in the course of such performance. Each such policy shall provide that no cancellation or material change thereof shall be effective until thirty (30) days after written notice of intent to cancel it has been given to the District. Before performing any work for the District hereunder, Contractor shall furnish the District with a certificate of insurance from the insuring company, as evidence that such liability insurance has been obtained. In addition, all of the Contractor's insurance policies shall be primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct type of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and Contractor shall be deemed to be in default.

NOTICE: PROPOSALS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE PROPOSAL, PLEASE HAVE A REPRESENTATIVE PRESENT AT PROPOSAL OPENING. FOLLOWING PROPOSAL OPENING, THE

PROPOSALS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR THE DISTRICT. THEREFORE, INFORMATION ON THE PROPOSALS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF SCHOOL DIRECTORS OF THE DISTRICT AT ITS REGULARLY SCHEDULED MEETING.

16. Discrimination Prohibited. Discrimination Prohibited – According to Section 62, Pa. C.S.A. § 3701, the Contractor agrees that:

- a. In the hiring of employees for the performance of work under the Contract, no Contractor, or any person acting on behalf of the Contractor, shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color;
- b. The Contract may be cancelled or terminated by the District and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of the Contract.

17. Human Relations Act. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of the Act as amended that is made part of this specification.

**SECTION IV  
DISTRICT INFORMATION**

1. The District currently has over 7,200 students and staff as of June 1, 2020. There are significant events after school hours and on weekends. There are 13 total buildings and facilities that comprise the District, divided between 9 schools, a transportation facility, and an operations department. Each building/facility requires one or more vending machines, as outlined in paragraph 2(a), below. Additionally, the high school and middle school may require one or more reach-in beverage display refrigerators, as outlined in paragraph 2(b), below.

2. Site Information

***The District reserves the right to add or remove buildings/facilities and machine locations from those listed in the below subsections.***

**a. Vending Machines**

All vending machines must be stocked with healthy products meeting USDA Smart Snack requirements for schools, with the exception of machines that are located in staff only areas and/or machines that operate at outside venues. Machines must display and provide healthy messages to students and staff.

Site	Address	Machines (# and type)
<b>Wilson High School</b>		
District Administration Office (IT Offices)	2601 Grandview Blvd. West Lawn, PA 19609	1 Beverage
Upper House	2601 Grandview Blvd. West Lawn, PA 19609	7 Beverage; 4 Snack
Lower House	2601 Grandview Blvd. West Lawn, PA 19609	2 Beverage
Football Field	2601 Grandview Blvd. West Lawn, PA 19609	2 Beverage
<b>Middle School</b>		
West Middle	450 Faust Road Sinking Spring, PA 19608	6 Beverage; 9 Snack
Southern Middle	3100 Iroquois Ave. Sinking Spring, PA 19608	3 Beverage; 1 Snack

<b>Elementary Schools</b>		
Cornwall Terrace	3100 Iroquois Ave. Sinking Spring, PA 19608	2 Beverage
Green Valley	270 Green Valley Rd. Sinking Spring, PA 19608	1 Beverage; 1 Snack Box
Shiloh Hills	301 Sage Drive Sinking Spring, PA 19608	1 Beverage; 1 Snack Box
Spring Ridge	1211 Broadcasting Road Wyomissing, PA 19610	2 Beverage; 1 Snack Box
Whitfield	2700 Van Reed Rd. West Lawn, PA 19609	0
<b>Other District Facilities</b>		
Transportation Department	2900 Windmill Road Sinking Spring, PA 19608	1 Beverage
Operations Department	4 Cloister Court Sinking Spring, PA 19608	0
<b>Total Machines</b>		<b>28 Beverage; 14 Snack; 3 Snack Box</b>

**b. Healthy Beverage Display Refrigerators**

It is within the discretion of the District to request healthy beverage display refrigerators in the high school and/or middle school to support the School Breakfast and Lunch Programs. All reach-in electric beverage display units must provide healthy messages to students and staff.

<b>Site</b>	<b>Address</b>	<b>Machines</b>
<b>Wilson High School:</b>		
Upper House	2601 Grandview Blvd. West Lawn, PA 19609	2
Lower House	2601 Grandview Blvd. West Lawn, PA 19609	1

<b>Middle School:</b>		
West Middle	450 Faust Road inking Spring, PA 19608	1
Southern Middle	3100 Iroquois Ave. inking Spring, PA 19608	1
<b>Total Machines</b>		5

## SECTION V GENERAL SPECIFICATIONS

### A. PRODUCTS

1. The District promotes nutritious beverage choices and therefore the students of the District shall be offered beverage choices consistent with the current Dietary Guidelines for Americans and U.S. Department of Agriculture (USDA) requirements for School Meals. In addition, in order to promote student health and reduce childhood obesity, the District shall establish such administrative procedures to control beverage sales that compete with the District's non-profit food service in compliance with the Child Nutrition Act. Food service rules shall restrict the sale of beverages of minimal nutritional value as defined by the USDA in the food service areas during the meal periods. The placement or availability of machines must comply with all federal laws, rules and regulations relating to the sale and consumption of beverages in schools, as amended from time to time.
  - a. Proposers can find examples of foods and beverages that meet the standards in the Products section of the Alliance for a Healthier Generation's Smart Foods <https://foodplanner.healthiergeneration.org/product>
  - b. Proposers can evaluate products to ensure they are Smart Snack Compliant at <https://foodplanner.healthiergeneration.org/calculator/>
2. The District retains the exclusive rights to provide food services and catering within District schools. Food service operations include school lunch and/or breakfast service, after-school snack programs and "a la carte" snack offerings during lunch service.
3. Sales of beverages from vending machines in elementary and middle schools are limited to staff lounges during school hours.
4. The District desires a wide variety of refrigerated beverages, which may include: diet soft drinks, waters, juices, isotonic beverages and others as may be recommended and accepted by the District ("Permitted Beverage Products"). The Contractor will identify and provide, or offer to provide, at the District's option, all beverages packaged, manufactured or distributed or otherwise available (i.e., through agreements, relationships, alliances or other cooperative). The Contractor will specify all products that are Smart Snack Compliant to ensure compliance with products sold during school hours. All ingredients must be shown on the product label as required by the Food and Drug Administration. All products must carry legible, open code dating on each can, bottle, or case and indicate the expiration date.
5. Proposers must indicate the types of flavors and size of products available. The variety of types and products must conform to the USDA Smart Snack Standards for beverage offerings required by the Healthy, Hunger Free Kids Act 2010 and District Wellness Policy.

- a. The products shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, hot chocolate, bulk water dispensers, and water drawn from the public water supply. Beverages that are a component of a reimbursable breakfast or lunch under the federal guidelines are also excluded. Sales of beverages as specified within the RFP will exclude any beverages served as part of the USDA reimbursable school food and nutrition program and will also exclude any beverage items received through the USDA donated food (commodity) program.
  - b. The School Food Services (“SFS”) Department shall be exempt from purchasing exclusive beverages if available for a lesser price which would benefit profits for the SFS Department.
  - c. The proposer shall specify rebates and price reductions to provide competitive pricing for products used in the SFS Department.
6. Given slight variations at each site, the vending capabilities of the student vending machines will be turned off during breakfast and lunch periods (which are specific to each building) as designated by the District. Machines remain on for afternoon and evening activities.
7. Machines located in teacher lounges, administrative offices, etc. sell beverages at all times.
8. If a desired product does not exist or becomes unavailable, the District may procure such product from other sources until it is made available through the Contractor.
9. The Permitted Beverage Products sold will be a mutual decision of the District and the Contractor. Product substitutions are not permitted unless the Contractor first obtains prior written authorization from the District. If a manufacturer’s product or brand changes during the course of the Term, Contractor shall not automatically substitute the product but shall submit product specifications to the District for approval prior to delivery. If accepted, the new product or brand shall be subject to all terms and conditions of this RFP.
10. The proposal shall specify any added on services and benefits, in-kind of product, equipment, and their estimated value. ***Please describe in detail any products or other benefits provided by the proposer*** to the District to support a variety of student interest groups (e.g. stipends for athletics, arts and music, student council, and scholastic achievement).

## **B. FULL SERVICE VENDING**

All vending machines shall be serviced by the Contractor on a "full service" basis. The term "full service" shall mean,

1. Contractor shall fill all such vending machines with the Contractor's Permitted Beverage Products, which the Contractor owns and shall continue to own until purchased by a customer;
2. In consultation with the Contractor, the District shall set the vending price for the Permitted Beverage Products which are to be dispensed through these machines;
3. Contractor will deliver only enough product necessary to fill the vending machines and leave no excess inventory on District properties;
4. Contractor will service vending machines at a minimum of once per week;
5. Contractor will respond within 12 hours of notification of empty (50% or more of the selections are sold out) vending machine;
6. Contractor will collect all moneys received for the Permitted Beverage Products dispensed through these machines; and
7. Contractor will be responsible for the placement of at least a 8 ½ " x 11" notification on the machine that use of the machines are at the consumer's risk and no refunds will be issued.

**B. PRICING**

- 1) Proposer will include an initial non-vended per case pricing proposal which shall be for the initial term. The final selling price of products shall be mutually agreed upon during the negotiation of the final terms and conditions. The Proposer shall also include in the offer its proposed costs for all beverages and supplies for food service, athletics, and other activities.
- 2) The price increase for products for each option year shall be the lesser of the percentage in the proposal to be applied each option year to the prior year's average price(s). Contractor's notice of a proposed price increase shall include a copy of the calculations the Contractor used to justify the request. The Contractor and the District will mutually agree upon all price increases.
- 3) Pricing for non-vended cases will be consistent among all groups and organizations associated with the District.
- 4) The maximum initial vended price will be as follows, unless the District and the Contractor agree otherwise:
  - a. \$1.50 for 20 ounce isotonic
  - b. \$1.50 for 20 ounce carbonated soft drink (CSD), non-CSD and water
  - c. \$1.00 for 12 ounce isotonic



- d. \$1.00 for 12 ounce CSD
  - e. \$1.25 non-CSD and 10-12 ounce juice.
- 5) Upon the District's request, the proposer shall provide the District with pricing information that substantiates that the pricing offered is at least as low as the proposer's educational pricing provided to other school districts or similar educational institutions, within Pennsylvania, provided that any such school districts or similar educational institutions have substantially similar contract terms and conditions with the proposer.
- 6) All prices provided in a proposal are to be F.O.B. destination. All deliveries are to be made to the individual schools and facilities within the District as requested.

**D. EQUIPMENT**

- 1) Contractor will be required to furnish upon execution of the Contract contractor-owned and manufactured soft drink machines at all agreed upon locations. Machines will be placed in the same locations as machines being replaced, or in different locations with mutual agreement between the principal or designee for each District building and the Contractor. All Contractor provided equipment, including beverage vending machines, shall remain the sole property of the Contractor.
- 2) Additional machines at specific school buildings may be supplied with mutual agreement between the District and the Contractor.
- 3) Vending machines must have clocks (timers) that automatically turn the lights and the vending capabilities of the machines off and on in order to comply with the federal school breakfast and lunch program, and to accommodate the District's prohibition of beverage vending sales during breakfast and lunch periods (which are specific to each building) as designated by the District, and at other times as directed by the building Principal.
- 4) Vending machines provided will be new or completely reconditioned, modern and of the latest machine technology, have credit card capabilities with vendor supplied wi-fi connection, have bill change capabilities, have unit sales counting capabilities, provide healthy messages, and be aesthetically acceptable to the District. All vending machines shall conserve energy through energy efficiency and shall have an Energy Star, or equivalent rating. All vending machines shall meet the requirements of the Americans with Disabilities Act in that all controls must be located between two and four feet from ground level.
- 5) Vending machines will be quiet and not disruptive to the educational environment.
- 6) The installation of vending machines and other equipment, and all related expenses, will be the Contractor's responsibility. The District will support reasonable requests from the Contractor in this regard.

- 7) The District may reject machine signage or logos deemed objectionable or a distraction to the educational environment.
- 8) Contractor will supply non-vending coolers in support of various school activities, including but not limited to: Booster concession stands, sports coolers, and food service programs. The exact number, type and placement at Contractor's expense, will be mutually agreed upon before the recommendation of contract award to the Board of Education.
- 9) The District will furnish at no cost to the Contractor, necessary electricity for the operation of vending machines and non-vending coolers. A projection of the maximum annual electrical cost and maximum annual electrical consumption per machine shall be included in the proposal. The District will take reasonable measures to avoid power loss and to restore power when a power outage occurs.
- 10) The District shall not be required, without fee, to furnish any storage space for Permitted Beverage Products owned by the Contractor. The District may provide temporary storage of concession equipment after athletic or other events without charge. The District will consider a proposal to provide long term inventory storage for products or machines for an annual fee.
- 11) All equipment, included, but not limited to, coolers, Visual Coolers, etc., must be supplied, installed, and maintained by the Contractor at no cost to the District to enable the sale of beverages at any District retail location. Placement, removal, or expansion of beverage retail or merchandising equipment will be determined by the District. Equipment must be maintained in good working condition at all times.

#### **E. EQUIPMENT MAINTENANCE**

- 1) Contractor will be responsible for maintenance and repair of vending equipment and other equipment it provides for use. The District will exercise prudent care in handling and operating any such equipment.
- 2) The District will not be responsible for damage caused by third parties or normal wear and tear on the machines.
- 3) Contractor will ensure vending or non-vending machines are not out of service for more than twenty-four (24) hours from the time of notification by the District, unless otherwise agreed by the District.
- 4) Contractor will replace machines that are chronically out of service or malfunctioning, as determined by the District.

## **F. LOCATION OF VENDING MACHINES**

- 1) Contractor and District shall decide on mutually acceptable locations within each District Building for the initial placement of each vending machine. The location of each vending machine shall be identified in writing and signed by the District and Contractor.
- 2) The use of electrical cords for vending or non-vending machine power that are longer than (10) feet must be approved by the District.
- 3) Contractor will request in writing to the Director of Operations any desired installation of additional electrical outlets, or movement of existing electrical outlets. Contractor will make recommendations for the purpose of determining electrical outlet and vending machine locations within new or significantly reconfigured schools or facilities. However, final decisions regarding the location of electrical outlets and vending or non-vending machines will be solely determined by the District.
- 4) Vending machines may be relocated by the District at any time. If notice to the Contractor cannot be made prior to relocation in excess of seven consecutive school days, it will be made as soon as reasonably possible after the move.
- 5) Contractor may be required to provide certain portable vending machines to accommodate special traffic flows, events or programs (night school, elections, summer camps, evening events, dances, tournaments, etc.).

## **G. COMPENSATION TO THE DISTRICT**

To the extent permitted by law, and subject to agreement by the District and the Contractor, compensation payable to Wilson School District under the Contract shall consist of the following items, and compensation shall be subject to certain negotiated guarantees and minimums as described below. The proposal shall specify the amount and payment terms, timing and conditions for all non-commission payments.

- 1) Provide an initial support payment, upon contract signing, and subsequent annual payment for the exclusive sponsorship to provide beverages to the District, including exclusive vending rights, exclusive advertising rights, exclusive athletic concession/vending rights and potential food service beverage rights where applicable.
- 2) Rebates, coupons, and incentives for the food service department.
- 3) An annual per-case rebate to the Business Office after each anniversary date.
- 4) Quarterly commission payments on products.
- 5) A guaranteed sales incentive for years when case sales are greater than a pre-determined number of cases.

## H. COMMISSION PAYMENTS

The Contractor will pay commissions in quarterly payments based upon Gross Sales during each quarter. Total annual commission payments will be subject to certain negotiated guarantees and minimums as described below.

- 1) Payment of commissions will be made within 20-operating days at the end of each quarter, unless otherwise agreed. The method of payment will be approved by the Chief Financial Officer or designee. Contractor shall pay a minimum of six percent (6%) interest for late payments.
- 2) Discounts, coupons, and incentives for the food service department for products will be handled directly with the Coordinator of Food Service.
- 3) Contractor acknowledges responsibility for all risk with respect to any reduction of gross sales from vending due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the District or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, changes to athletic and extracurricular programs or schedules, changes to school boundaries or District boundaries which may reduce the number of students in the District, machine failure (refunds), other acts beyond the District's control, and actions within the District's control necessary for sound educational reasons considered typical for public school systems. Unless otherwise expressly agreed by all parties, no reduction in gross sales attributable to such factors will constitute a basis for reducing or renegotiating commission rates or any other payments, to the District.
- 4) For any portion of the term of the contract which constitutes less than a contract year, any minimum guarantees under the contract will be reduced by a prorated amount based on the ratio of the number of school days during such contract year that are included in the term of the contract and the total number of school days during such contract year.
- 5) Payments will also include back-up support documentation, indicating sales volume per machine per building. The District reserves the right to audit the commission. All machines shall have counting devices and the District shall have access to those devices. Audit requests shall be made in advance and occur at reasonable times and places. Machine counting devices may be checked by the District at any time, under the supervision of the Contractor.
- 6) Each proposer shall provide the percentage of commissions to be paid to the District at the selling price for specified sized containers as set forth herein. Commission rates are stated as a dollar amount per case and must remain constant for the term of contract. Vending price shall be set by the District, with input from the Contractor to maximize commissions. Estimated annual sales (in cases) may vary from year to year and product to product. Volume is not guaranteed. Contractor shall provide information on additional product choices, as they become available, which may result in product sale adjustments.

## **I. ACCOUNTING REQUIREMENTS**

- 1) All financial records pertaining to the Contract will be made available for audit during normal working hours by the District or its designated auditor.
- 2) Prior to recommendation of contract award, the District must approve the proposer's quarterly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Quarterly reports will be submitted by school site to the CFO or designee, including detailed sales reports by product and sales mode (including but not necessarily limited to vending machines, food services, boosters, and other activities) as well as periodic reconciliation of the sales dollars from each site with the gross expected sales dollars based on the product sold. The Contractor will maintain complete and accurate records of vending transactions for each site in accordance with accepted industry standards, and will keep such financial records for a period of three years after the close of each contract year.
- 3) Contractor will certify its payments of commissions are accurate and correct on every payment. If an audit reveals discrepancies such as under payment, the Contractor will reimburse the District for the discrepancy with interest.

## **J. LICENSES, TAXES AND REGULATIONS**

- 1) Contractor will comply with federal, State, and local regulations, and all District policies governing the preparation, handling and serving of beverages, and will procure and keep in effect all necessary licenses and permits required by law and agrees to post such permits in a prominent place as may be required by law.
- 2) Contractor will pay any necessary sales taxes resulting from sales through Contractor's vending machines. The District will be reimbursed by Contractor for any penalties or costs resulting from Contractor's failure to promptly pay such taxes.
- 3) Contractor, in performance of the contract, will comply with District regulations, rules, and policies in effect at the time of contract execution or as they become effective during the term of the contract.
- 4) Nothing in this contract will limit the District's rights or obligations to comply with all applicable federal, State, and local laws, administrative rules, and regulations.

## **K. LABOR, WORKMANSHIP, SCHOOL SECURITY AND SERVICE VEHICLES**

- 1) Contractor's delivery vehicles will not include advertisement of alcoholic beverages.
- 2) All work will be performed in a skillful and workmanlike manner.
- 3) Contractor will not discriminate based on race, creed, color, sex, national origin, age, marital status, political affiliation, disability, and unfavorable discharge from military or any other unlawful basis and will comply with all State and federal law.

- 4) The Chief Financial Officer or their designee, may require Contractor to immediately remove any employee deemed to be incompetent, careless, or otherwise objectionable when performing duties in the District.
- 5) Contractor will supply all required background clearances for personnel who will be entering school buildings while students are present. These clearances include, FBI Criminal Clearance Form, Act 114; PA State Police Background Check and Child Abuse Form, Act 151. At least quarterly, Contractor will contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of persons who have committed child offenses or other listed felonies.
- 6) Contractor's employees or agents will not fraternize or otherwise communicate with students except in cases of safety.
- 7) Contractor's employees or agents will not wear objectionable clothing or caps with other than company logo (objectionable clothing will be determined by District on-site personnel) or use profanity in any manner while on District property.
- 8) Contractor will ensure that all employees or agents fully comply with District policies and regulations pertaining to restrictions that may affect anyone on District owned property. Examples of these policies and regulations include:
  - a. Upon arrival, Contractor's employees or agents must report to the school's main office or entry security desk and obtain proper clearance (i.e., visitor badge). All deliveries must occur outside the school hours. Deliveries must be coordinated with the building principal or his/ her designee. The District has the right to refuse delivery if outside of approved hours without charge.
  - b. Contractor's employees or agents may be subject to the District's health and safety screening process, and shall comply with any and all personal protective equipment requirements imposed by the District, including, but not limited to, the wearing of face masks, prior to entering District property.
  - c. Each of Contractor's employee or agent will maintain professional workmanlike attire.
  - d. Contractor's employees or agents will not possess tobacco, alcohol or any illegal or dangerous substance on District property.
  - e. Contractor's employees or agents will not possess firearms or other deadly weapons of any kind as defined in District policy, including a pocketknife, unless it is being directly used as a tool for work in progress.

**L. WARRANTY**

The proposer warrants that the goods and services proposed to be supplied will be of good workmanship and of proper materials, free from defects. The District's intended use is for the resale and consumption of the beverages and use of the equipment supplied under the contract by District employees and volunteers in connection there with. The proposer warrants that the goods and services are suitable for their intended use.

**M. BUSINESS RELATIONSHIP CERTIFICATION**

The proposer certifies that no elected or appointed official or employee of the District or its participants has benefited or will benefit financially or materially from any consideration of its proposal, the selection of the Contractor, or the contract.

**N. REPAIRS TO PROPERTY DAMAGE**

Any damage to District facilities caused by the Contractor, its agents or employees, or equipment or products, shall be repaired so that facilities are in as good condition as found. All repairs shall be accomplished at no cost to the District.

**O. EVALUATION PROCESS AND ACCEPTANCE OF PROPOSALS**

It is the intent of the District to award a contract to the proposer submitting the proposal which best suits the needs of the District as determined by the District in its sole judgment after evaluation of submitted proposals. The District will use the following evaluation criteria when evaluating proposals:

<b>Price of Product:</b>	<b>50 points</b>
<b>Add on Services and Benefits:</b>	<b>40 points</b>
<b>Quality of Product:</b>	<b><u>10 points</u></b>
	<b>100 points</b>

After a recommendation for award has been made, the successful proposer will be notified in writing and the appropriate documents will be prepared for commencement of the Contract.

*\*Product usage for Food Services is provided for information purposes in relationship to Section G.3. The Food Service Department participates in the CAFCO Bid which meets procurement requirements as defined by USDA for the National School Meal Program.*

**P. Historical Volume**

The following chart identifies the number of cases of product for 3 years for vended services and 2 years for similar food service beverages.

<b>Total Cases Per Site-Vending</b>	<b>Sold 2017</b>	<b>Sold 2018</b>	<b>Sold 2019</b>
High School - Upper	294	222	268
High School - Lower	117	102	80
Southern Middle	130	126	177
West Middle	40	40	58
Shiloh Hills Elem	12	11	9
Spring Ridge Elem	21	20	19
Whitfield Elem	26	36	11
Green Valley Elem	20	15	18
Cornwall Terrace Elem	27	10	13
Stadium	426	337	497
Training Room	68	42	46
Transportation Bldg	27	17	24
Operations Center	0	16	0

<b>Food Service Cases by Product</b>	<b>SY 2017-18</b>	<b>SY 2018-19</b>	<b>SY 2019-20*</b>
Water, 16.9 oz	1830	1939	1350
Flavored Water	890	685	290
Gatorade, 12 oz	851	650	375
ICE Drinks	0	1345	1039
*Thru March 13, 2020			

**(END OF RFP)**



## SECTION VI

### REQUIRED RFP FORM AND DOCUMENTATION

**This form and all identified documentation must be included with any proposal submitted for consideration. Any proposal submitted that omits any of the below documents or this form will be rejected as incomplete.**

Proposals cannot include state sales and federal excise tax. Prices are for the three-year contract as designated below. The option of extending for 2 additional 1-year extension periods under the same conditions is available at the sole discretion of the District.

1. Attach a product and price list.
2. Identify initial support payment amount.
3. Identify annual support payment amount.
4. Identify per case rebate(s).
5. Identify volume incentive over \_\_\_\_\_(number) of cases.
6. List in detail products, rebates, coupons or other benefits to be provided and the estimated value.
7. Attach photos of intended vending machines and food service display cases.
  - a. Display cases are available for school food service use \_\_\_\_\_YES \_\_\_\_\_NO
  - b. If yes, include detailed specifications of food service display cases.
8. Complete the Non-Collusion Affidavit
9. Submit one (1) original signed proposal and two (2) copies.
10. Provide any additional clarification of added on services and benefits, in-kind of product, equipment, and their estimated value.
11. We agree that products purchased and sold in Wilson School District comply with the USDA "Buy American Act" – 7 CFR 210.21 for the National School Meal Programs.

\_\_\_\_\_ (Company) agrees to come comply with this federal government regulation.

\_\_\_\_\_ Name of Company

\_\_\_\_\_ Contact Person

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Date of Signature

**NON-COLLUSION AFFIDAVIT**

I state that I am \_\_\_\_\_ of \_\_\_\_\_ (“Proposer”),  
(Title) (Name of Company)  
the Proposer that submitted that attached Proposal, and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this Proposal.

I state that:

(1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement by the Proposer, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, proposers, potential proposers or any other sureties, agents, representatives, owners, employees or parties in interest of any other contractors, proposers or potential proposers. The price(s) quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its sureties, agents, representatives, owners, employees, or parties in interest, including this affidavit.

(2) Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other company or person who is a proposer, potential proposer or a surety, agent, representative, owner, employee or party in interest of any other contractor, proposer or potential proposer, and they will not be disclosed before opening the Proposal.

(3) No attempt has been made or will be made to induce any company or person to refrain submitting a proposal for this Contract, or to submit a Proposal higher than this Proposal, or to submit any collusive or intentionally high or non-competitive Proposal or other form of complementary Proposal.

(4) The Proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any proposer, potential proposer or a surety, agent, representative, owner, employee or party in interest of any other contractor, proposer or potential proposer to submit a complementary or other non-competitive Proposal.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and  
(Name of My Company)  
employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state of federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding and/or proposing on any public contract, except as follows: \_\_\_\_\_.

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of My Company)

the above representations are material and important, and will be relied on by the Wilson School District in awarding the Contract which this Proposal is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Wilson School District of true facts relating to the submission of Proposals for this Contract.

\_\_\_\_\_  
(Name and Position in Company)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

My Commission Expires:

2020