

Tuxedo Union Free Schools
UFSD

REQUEST FOR QUOTE (RFQ)
FULL SERVICE VENDING

The Tuxedo Union Free School District (the "District") in Tuxedo Park, New York, is issuing this Request for Quotation ("RFQ") for companies or individuals to provide the following service(s): Full Service Vending

Scope of Services to include:

The successful supplier (concessionaire) shall provide beverages and snacks of nutritional value and furnish, install, repair & maintain, supply and remove, as needed, various vending machines in designated locations of the Tuxedo UFSD. Term of contract will be for a period of 12 months with an option to renew for additional years. The contract is subject to annual review and concurrence of the Board of Education of the Tuxedo Union Free School District. The contract may be renewed at the time of expiration of its term by agreement of both parties, unless one or both parties issue written notice 60 days prior to scheduled end date. The concessionaire shall have a minimum of three years experience in providing vending machine services and provide a list of three current customers where they provide and met the Federal Smart Snacks in School Program. Concessionaire shall include in their response, how they intend on marketing the vending machine service to increase the program commissions.

Concessionaire shall pay the District a percentage of gross receipts from all vending, and related machines placed within any Tuxedo Union Free School District buildings or location by the contractor during the term of the agreement. Concessionaire shall enter the commission percentage of gross receipts. Gross receipts from vending machines shall be all monies received from vending machines, except sales tax revenues. The Commission rate quoted shall be firm for the entire term of the contract regardless of the costs of vending items. The supplier will offer their best commission on the vended price of the product. The District will not consider any offers for promotional considerations in the form of goods, services, or cash incentive contingencies. The District will not assert a cost for the space used by the machines nor such utilities as may be needed to operate the machines and expects this factor to be considered in the commission rate.

Concessionaire shall remove the money from the machines, count and make monthly commission payments to the District based upon sales along with providing the District with a monthly gross receipts report. Monthly reports are to indicate building location, vendor #, machine type, net sales and commission amount. All percentages are to be based on total gross sales and end monthly vend counter number. All machines should be equipped with wireless telemeters for transparency so that the District has the ability to audit the machines. Payment and report shall be delivered on or before the 15th of each succeeding month. All checks will be made payable to Tuxedo UFSD Cafeteria Fund.

Vending machines shall contain packaged items following the Smart Snacks in School program including but not limited to, fruit juices, chips, snack foods, canned or bottled beverages and other food items for on premise consumption and use. No regular or diet soda is to be vended unless they are offered in areas where school district staff have only access to those machines. Beverage units will vend plastic bottles or aluminum cans only – no glass products allowed. No candy or gum will be allowed to be vended. An emphasis must be placed on health selections, baked chips, 100% fruit juices, health bars, etc.

All vending machine products must be Smart Snack approved with pricing for the District's Interim Business Administrator to approve prior to the stocking of units. A list of items with vending prices must be submitted to the Interim Business Administrator and approved before any item is placed in the machines. All items sold through the vending machines must be in first class condition and restocked prior to expiration dates. All items sold in the machines shall be priced reasonably and competitively and in no event exceed limits set by the District. Any and all items containing alcohol or tobacco are prohibited.

The concessionaire shall provide brand new or nearly new vending machines of the largest capacity to fit the available space. The vending machines will include state of the art technology with the capability to accept the credit cards along with the most up to date coin and bill acceptors that minimize money loss issues. The Interim Business Administrator will provide to the concessionaire an approved list of locations and number of units needed for each location. Units will comply with all applicable codes and regulations. The concessionaire will deliver, install, stock, maintain, repair and remove all vending machines at no cost to the District and will procure all applicable licenses and permits at no cost to the District. Concessionaire will maintain the vending machines in proper working order according to all applicable health regulations and standards of cleanliness. The concessionaire will provide an annual thorough cleaning of units in July. All repairs and maintenance will be the responsibility of the concessionaire. The concessionaire is responsible for all costs associated with securing vending units to prevent tipping. Vending machines will be serviced as needed to maintain inventory at levels sufficient to preclude out-of-stock. Excessive and or repeated occurrences of vending OUT OF DATE products will result in cancellation of awarded contract. The concessionaire will be responsible for the security of the machines and no keys will be kept in the buildings. A properly identified attendant will render service. Vending machine outer panels must promote healthy behaviors and refrain from soda advertising.

Vending will be stocked and monitored to avoid downtime due to shortages. NO additional product will be stored on school premises. Any debris, crating, wrappings or packaging materials related to installation service or restocking of machines is to be immediately removed from premises by the concessionaire and not be disposed of on District property. The Interim Business Administrator shall upon request have the right to inspect the exterior, interior and operating mechanisms of all machines with a representative of the concessionaire. The supplier shall comply with all state, federal and local laws and regulations pertaining to wages and hours or employment of all personnel employed by concessionaire to the extent required; concessionaire shall comply with prevailing wage act. Concessionaire will provide identification number and decal on furnished equipment giving telephone number to be called for emergency service and refund information. The concessionaire will provide an agreed amount of refund bank to each school for making adjustments to customer, as a consequence of full service machine malfunctions. The vending attendant must check with the Interim Business Administrator to replenish refund bank and to identify any vending issues. Vending products that require refrigeration shall be delivered in refrigerated trucks maintaining manufacturers recommended temperatures. In case of any electrical supply interruptions to the schools vending machines, the Interim Business Administrator will notify the concessionaire.

Insurance requirements:

See the attached appendix A for all insurance requirements. Insurance certifications must be received prior to any contract issued.

Fees for Full Service Vending:

Items will not be awarded separately. Contract will be awarded on total commission rate. Commission rate for each of Item 1 + Item 2, divided by 2 = Total Commission Rate.

<u>ITEM #</u>	<u>VENDING MACHINE SERVICE DESCRIPTION</u>	<u>COMMISSION RATE</u>
1	Cold Beverage Commission Rate	
2	Snack Commission Rate	
	<i>Item 1 + Item 2 ÷ 2 = Total Commission Rate</i>	

Item 3 will be awarded separately.

<u>ITEM #</u>	<u>VENDING MACHINE SERVICE DESCRIPTION</u>	<u>COMMISSION RATE</u>
3	Ice Cream Commission Rate	

The vendor shall pick up existing machines and provide a credit to the District.

Credit for existing machines _____

PLEASE SUBMIT ALL QUOTATIONS BY Wednesday 26th AT 1:00 P.M. EST TO:

Anthony Cashara

Business Office

Tuxedo UFSD, 1 Tornado Drive. Tuxedo, NY 10987

Quotes shall be submitted by the designated deadline. Quotes may be withdrawn prior to the stated deadline for submission, upon written request of the respective responder. If it becomes necessary to revise any part of this RFQ, or if additional data or information is necessary to clarify any of its provisions, an addendum will be provided. The District reserves the right to request clarifications or corrections to quotes received, to negotiate any portion of the quotes received, to solicit multiple or additional RFQs based on the review and evaluation of responses or to cancel this RFQ in whole or in part. Any questions pertaining to this RFQ shall be directed to Anthony Cashara prior to 10/26. No telephone or conference call discussions will be conducted without prior arrangement.

Vendor: _____

Contact: _____ Phone: _____

Email: _____

Signature: _____ Date: _____

APPENDIX "A"

INSURANCE

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the bidder(s) awarded a Contract hereby agrees to effectuate the naming of the School District as an additional insured on the bidder's insurance policies, with the exception of workers' compensation and errors and omissions insurance.
- II. The policy naming the Tuxedo UFSD School District as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State licensed insurer;
 - Provide for 30 days notice of cancellation;
 - The School District shall be listed as an additional insured by using endorsement CG 2010 11 85 or broader. **The certificate must state that this endorsement is being used. If another endorsement is used, a copy of the endorsement must be attached to the Certificate of Insurance;** and,
 - The certificate of insurance must describe the specific services provided by the bidder (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
 - At the School District's request, the bidder(s) awarded a Contract shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the bidder(s) will provide a copy of the policy endorsements and forms.
 - If any or all components of the awarded contract have been approved and assigned to a subcontractor, the bidder(s) awarded a Contract is responsible to the School District to have the subcontractor provide the same insurance requirements as stipulated within this section, providing a Certificate of Insurance and a copy of the endorsement naming the Tuxedo Union Free School District as an additional insured for the scope of the work assigned. All terms and conditions in Appendix "A", Insurance apply.
 - State that the coverage of the bidder(s) awarded a Contract shall be primary coverage for the School District, its Board of Education, officers, employees and volunteers.

- III. The bidder(s) awarded a Contract agrees to indemnify the Tuxedo Union Free School District for any applicable deductibles.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation, Disability Insurance and Employers' Liability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - **Errors and Omissions Liability Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the bidder(s) awarded a Contract performed under the awarded Contract for the School District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the awarded Contract. If the bidder(s) awarded a Contract is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
- V. The bidders acknowledges that, if awarded a Contract, failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. The bidder(s) awarded a Contract must provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work pursuant to the awarded Contract or use of the School District's facilities.
- VI. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The bidder(s) awarded a Contract further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer