SOUTHERN COLUMBIA AREA SCHOOL DISTRICT 800 Southern Drive Catawissa, PA 17820

SPECIFICATIONS FOR BEVERAGE VENDING SERVICE

The Southern Columbia Area School District (District) is seeking proposals for beverage vending services at its facilities including servicing the concession stands, booster clubs, and athletic teams. The District is comprised of approximately 1,400 students and approximately 300 employees located in three (3) buildings: 1 high school, 1 middle school and 1 elementary school. Proposals are being sought for dispensing carbonated and non-carbonated beverages for five (5) and/or ten (10) year agreements and for non-exclusive and/or exclusive rights. In order for the District to determine which vendor is best able to meet all of the criteria to be considered in the award of any contract, the following information shall be provided:

1. Qualification of Vendors:

- a. Name and address of operating company (must be registered to do business in Pennsylvania.)
- b. The duration and extent of experience in the operation of beverage vending services.
- c. A list of other school districts for whom you are operating or have operated beverage vending services. Provide the name, address, and telephone number for the contact person as well as the length of time you have serviced each district.
- d. Describe your internal procedures for inventory control of supplies and the custody of monies received by the operation of vending services.
- e. Provide a description of programs of preventive maintenance and regular replacement of worn and/or malfunctioning equipment.
- f. Vendors shall supply such other information as deemed pertinent by the District for consideration.
- g. The District reserves the right to inspect any facilities of the vendor and other beverage vending operations under the vendor's management prior to the award of this proposal.

2. Provision of Goods and Services:

- a. Vendor shall install brand new unused vending machines with dollar bill changers.
- b. The size of the vended product in each machine, location of machines, and hours of operation will be determined jointly by the successful vendor and the District and must comply with all current and future federal and state regulations.
- c. Product choices for each machine will be determined jointly by the successful vendor and the District and must comply with all federal and state regulations.
- d. All machines must be serviced a minimum of once per week, unless volumes warrant fewer or more frequent service. Changes in the service schedule must be approved by the District.

- e. Vending machines must have same day repair service, Monday through Friday.
- f. Commission checks shall be paid monthly to the District. Amounts must be identified by the machine that earned them.
- g. Vending prices will be reviewed annually and may be modified only with the consent of both parties.

3. Term of Agreement

- a. Vendors may propose either or both a "5 year" term or a "10 year" term to the agreement. The "5 year" term will run from July 1, 2017 through June 30, 2022 and the "10 year" term will run from July 1, 2017 through June 30, 2027.
- b. Each vendor shall identify the proposed term(s) of the agreement in its proposal.

4. Insurance

- a. Vendors agree to indemnify and hold harmless the District from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses, and penalties (including attorney's fees) arising out of: (i) acts or omissions of the Vendor, its employees, or its agents; (ii) its breach of any term or condition of the Agreement; and/or (iii) product liability suits resulting from the use or consumption of products purchased or supplied by the Vendor.
- b. Vendor shall provide evidence of current insurance coverage in the form of a certificate, which shall be submitted to the District no later than ten (10 days after receipt of notice of intent to award a contract.
- c. Each policy shall contain an endorsement naming the District as an additional insured.
- d. Insurance must be provided by a company with a minimum rating of "A" by A. M. Best and licensed to do business in Pennsylvania.
- e. Minimum coverage shall be:
 - i. Comprehensive General Liability- Bodily injury of \$1,000,000 per occurrence and Property damage of \$1,000,000 per occurrence.
 - ii. Automobile Liability including owned, hired, and non-owned automobile insurance Bodily injury of \$50,000 per person and \$1,000,000 per occurrence and Property damage of \$500,000 per occurrence.
 - iii. Worker's Compensation statutory limits as required by the Commonwealth of Pennsylvania.
 - iv. Excess Liability- Including Bodily injury and Property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- f. Vendor's insurance company shall notify the District in writing thirty (30) days in advance of the effective date of any reduction in benefits or cancellation of the policy.

5. Compliance

All Vendors are expected to comply with all stat, federal, and local statutes, ordinances, and regulations that are applicable to the performance of this agreement and the specifications contained herein and shall procure all necessary licenses and permits.

6. Utilities

- a. The District will provide space and access to electricity for the beverage vending program.
- b. The Vendor agrees to exercise care to keep the use of these facilities to a minimum.

7. Equipment and Supplies

- a. The Vendor shall furnish all supplies, equipment, and materials necessary to satisfy this Agreement.
- b. Vending machines shall be equipped with dollar bill changers; indicator lights to identify "sold-out", use correct change", etc.; and those located in student areas shall be equipped with time of day controls to limit access at specified times.
- c. Vending machines shall be designed to protect against theft and/or vandalism.
- d. All products dispensed must meet all current and future USDA and other regulations relating to beverages served in public schools.
- e. The number and location of vending machines must be approved by the District prior to their installation.
- f. Product choices to be dispensed must be approved by the District prior to their being offered.
- g. The District shall be notified of any change in equipment including the asset number of the new unit, its location, and the asset number of the machine that it replaced prior to the change.

8. Pricing, Commissions, and Financial Incentives

- a. Vendors shall identify the unit price and the commission to be paid for each product sold. Commissions will be identified as either a monetary figure or percentage to be paid.
- b. Vendors shall identify any other financial incentive offered to the District in consideration of the District's acceptance of the Vendor's proposal.
- c. Vendors shall donate coolers and supplies of sports drink for use by the District's athletic teams at the high school and intermediate school levels.