

BOARD OF EDUCATION OF DISTRICT OF THE CITY OF ST. LOUIS

RFP TITLE: District Vending Services

RFP #: 030-2122

DATE OF ISSUANCE: January 24, 2022 QUESTIONS DUE: February 04, 2022 @ 2:00 P.M. CST BID DUE DATE: February 22, 2022, 10:00 AM CST Public Submissions Opening via Zoom Meeting ID & Password: EMAIL <u>Robert.Horton@slps.org</u> SUBMIT TO: Procurement Office of the St. Louis Public Schools Second Floor – Cashier's Window 801 North 11th Street St. Louis, Missouri 63101

Number of copies required: Five (5) marked "Copies", One (1) marked "Original", and Two (2) portable flash drives. It is recommended that each original and copy have tabs corresponding to the required sections listed in this RFQ, as appropriate. Original and copies are to be submitted in 3-ring binders or binding of some fashion.

TABLE OF CONTENTS

RFP TITLE: District Vending Services RFP #: 030-2122

Section 1. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION	1
Section 2. TENTATIVE RFP TIMELINE	2
Section 3: INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION	3
Section 4: QUESTIONS	7
Section 5: THE PROPOSAL	8
Section 6: EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD	10
Section 7: MINORITY PARTICIPATION/INCLUSION	11
Section 8: RESERVATIONS / STIPULATIONS	13
Section 9: FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")	16
ATTACHMENT A SCOPE OF SERVICES	17
ATTACHMENT B COMMISSION RATE % PROPOSAL	24
ATTACHMENT C E-VERIFY AGREEMENT AND AFFIDAVIT	25
ATTACHMENT D BIDDER AFFIRMATION FORM	27
ATTACHMENT E BIDDER CHECKLIST	28
ATTACHMENT F NON-SUBMITTAL RESPONSE FORM	29
ATTACHMENT G SCHOOL LOCATIONS	30
ATTACHMENT H PREVIOUS Q's and A's	32
ATTACHMENT I USDA: GUIDE TO SNACKS IN SCHOOLS	33
ATTACHMENT J USDA: SMART SNACKS IN SCHOOLS: BEVERAGE OPTIONS	S 34
ATTACHMENT K ITEMIZED PRICING: BEVERAGES AND SNACKS	35
ATTACHMENT L ANNUAL SALES BY LOCATION	36

Section 1. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

INTRODUCTION:

The Board of Education of the City of St. Louis (d/b/a St. Louis Public Schools), (SLPS), (the "District") is soliciting proposal from qualified firms, who would assume the responsibilities, without cost to the District of installing, maintaining machines at each of the specified District locations as listed in Section 2, Item A, "Service Locations".

This contract will be effective July 1st, 2022 through June 30th, 2023, with options to renew annually for an additional two (2) years.

NOTICE TO BIDDERS:

This **RFP # 030-2122– District Vending Services,** may be obtained from the District's website at <u>www.slps.org</u> under "Site Shortcuts", "Business with SLPS", click on "RFP/BID Opportunities" link, or from the Procurement Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding price/cost structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the District's sole option, into the contract for **District Vending Services** to be entered into between the District and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

Due to the District COVID-19 guidelines there will not be an onsite bid opening for the posted RFP 030-2122, District Vending Services. The Bid Opening will be held virtually via ZOOM. If your company is interested in joining the ZOOM Bid Opening, please email robert.horton@slps.org to receive invite by February 21, 2022 @ 10:00 am.

END OF SECTION 1 INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance:	January 24, 2022
Questions Due:	February 04, 2022 @ 2:00 p.m.
Proposals Due in Procurement Office	February 22, 2022 @ 2:00 p.m.

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

END OF SECTION 2 -TENTATIVE RFP TIMELINE

Section 3: INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

3.1 Form of Submissions. Each person or entity submitting a response to this RFP (each "Bidder") should prepare and submit their proposal in response to this RFP ("Proposal") in a sealed envelope or box. The Proposal shall include (1) original, (5) copies and (2) electronic Proposal Flash Drive. The upper left-hand corner of the package (envelope or box) shall be plainly marked as RFP# 030-2122; District Vending Services along with the firm name. The package shall be addressed to:

Procurement Department of the St. Louis Public Schools Second Floor – Cashier's Window 801 North 11th Street St. Louis, MO 63101

- **3.2.** Manner of Submission The sealed Proposal must be received at the address listed in Section 3.1 on or before February 22, 2022 @ 2:00 p.m.. Each Proposal will be dated and time stamped upon receipt at the Cashier's Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity's name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.
- **3.3** Format of Proposal Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 3.4 Questions About this RFP All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Robert Horton Angela at robert.horton@slps.org. The subject of the e-mail shall be "QUESTION RFP # 030-2122; District Vending Services. Failure to provide the correct RFP number and name in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted <u>in writing</u> prior to the due date will be addressed. Answers to all properly submitted <u>written</u> questions will be posted on the District's website at <u>www.SLPS.org</u> as addenda no later than three (3) business days after Questions Due Date.
- 3.5 Addenda The District may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at <u>www.slps.org</u> under "Site Shortcuts", "RFP Bid Opportunities". Interested persons or entities are encouraged to check the District's website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in

addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.

- 3.6 Awards All Proposal selections must be approved by the Board of Education of the City of St. Louis Missouri prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) such agreement has been duly authorized and approved by the Board of Education of the City of St. Louis Missouri; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Board of Education of the City of St. Louis, Missouri, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.
- **3.7 Rejection of Proposals** The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- **3.8** Submitted Proposals Considered Final All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- **3.9** Form of Contract Each successful Bidder shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Procurement, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District's website at <u>www.slps.org</u> under "Site Shortcuts", "Business with SLPS", "Procurement Forms", "Contract Template". The District reserves the right to revise such templates or present a contract not contained within the template forms on the District's website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
- **3.10 Preference for Missouri Products** The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri and are of a quality suited to the purpose intended and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.
- **3.11 Bond** (Not Applicable) A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; Execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:

a. Licensed pursuant to the Missouri Insurance Code

b. Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.

c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.

d. The Bid Bond must be accompanied by an original signed and notarized

Power-of-Attorney bearing the seal of the issuing surety company and

reflecting that the signatory to the bond is a designated Attorney-in-Fact.

e. All bonds must be written by an insurance company that is rated in the A.M.

Best key Rating Guide - Property & Casualty with a policy holder's rating of

"A-"or better and a Financial size category of Class VII or larger.

- **3.12 Prevailing Wage (if applicable)** Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment
- **3.13 Taxes** Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.
- **3.14** War Clause In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has thereto fore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.
- **3.15** Compensation Bidders will be compensated through standard market commissions.
- 3.16 Grievances Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Procurement Office of the St. Louis Public Schools, 801 North 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.
- **3.17** No Boycott Israel As required by SCS/SB 739, Bidder certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the contract Term.

3.18 System for Award Management (SAM) Report – SAM provides detailed, public descriptions of federal assistance listings available to State and local governments (including the District of Columbia); federally recognized Indian tribal governments, Territories (and possessions) of the United States; domestic public, quasi- public, and private profit and nonprofit organizations and institutions; specialized groups, and individuals. Bidders shall submit a current SAM Report with proposal. To register visit: www.sam.gov.

END OF SECTION 3 - INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

Section 4: QUESTIONS

- **4.1** Interested persons or entities may submit **questions in writing** pursuant to the process set forth in Section 3.4 above. Attendance is not mandatory for responding to this RFP. At the Bidder's Conference, a representative from the District will be available to answer **questions properly submitted in writing** pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder's Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.
- **4.2** No communication shall be made with any District employee, other than Angela Russell-Perry regarding this **RFP 030-2122; District Vending Services.** Violation of this provision may result in the rejection of Proposal.

END OF SECTION 4: QUESTIONS

5.1 The Scope of Services for this RFP is set forth in Attachment A.

5.2 Part I – Qualifications/Certifications/Resume and Operations Plan

The following information must be provided in Part I of the Proposal. The documents should be clearly marked: "Part I – Qualifications"

- 5.2.1 Bidders should provide detailed information addressing each of the following areas:
 - 5.2.1.1 Licensing and certification in the field of the requested services;
 - 5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;
 - 5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.
 - 5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.
- 5.2.2 Please respond briefly, but completely, to the following:
 - 5.2.2.1 Person/Entity Name
 - 5.2.2.2 Address
 - 5.2.2.3 Name and Title of Authorized Representative
 - 5.2.2.4 Telephone Number
 - 5.2.2.5 Fax Number
 - 5.2.2.6 Email Address
 - 5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal
- 5.2.3 Bid Response Elements
 - 5.2.3.1 Entity Qualifications
 - 5.2.3.2 References (other school districts where possible)
 - 5.2.3.3 Brief description of entity's experience with providing the requested services
 - 5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)
 - 5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

5.3 Part II – Cost/Pricing Proposal

The following information must be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost/Pricing Proposal"

- 5.3.1 Attachment B Cost/Pricing Proposal must be used as the first page for this Part II.
- 5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.
- 5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

5.4 Part III – Required Documents

The following information must be provided in Part III of the Proposal. The Proposal should be clearly marked: "Part III – Required Documents"

- 5.4.1 Attachment C E-Verify Agreement and Affidavit
- 5.4.2 Attachment D Bidder Affirmation Form
- 5.4.3 Attachment E Bidder Checklist
- 5.4.4 Attachment F Non-Submittal Response Form (only if not responding to RFP)
- 5.4.5 Attachment G Contract Template Each Bidder is required to include, as part of the documents submitted with its Proposal, the actual contract the Bidder is proposing to enter into with SLPS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Bidder's Proposal. Attached to this RFP is the SLPS contract form (See Attachment G) that must be used by each Bidder. Each Bidder must red line (mark-up) the SLPS contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Bidder must submit in Microsoft Word documents, both clean and marked copies of its proposed revised SLPS contract form. The marked copy must show all changes the Bidder proposal may be incorporated, at the SLPS's sole option, into the contract to be entered into between SLPS and the successful Bidder.

END OF SECTION 5 - THE PROPOSAL

Section 6: EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

6.1 Evaluation Criteria - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

Evaluation Criteria	Points
Cost Effectiveness of Proposal (Commission Rate %)	30
Itemized Unit pricing – Beverages and Snacks	20
Company Experience	10
Equipment Offered- Maintenance/Service Offered	15
Meets Overall Proposal Requirements	20
M/WBE Participation	5
Total Points Possible	100

- **6.2 Bid Opening** All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend. Due to COVID 19 guidelines there will not be an onsite bid opening. The Bid Opening will be held virtually via Zoom. (Please see Notice to Bidders, page 2).
- **6.3** Evaluation The District will assemble a review committee to assist in evaluating all Proposals (the "Evaluation Team"). From this evaluation, the District may select a Bidder solely on the basis of submittals or may additionally identify a short list of Bidders for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Director of Food Services and Nutrition Services
Deputy Supt. Of Operations
Procurement Director
Accountability Specialist
Fiscal Control Director

6.4 Contracting – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

END OF SECTION 6 - EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

Section 7: MINORITY PARTICIPATION/INCLUSION

- 7.1 It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women's Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women's business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:
 - 7.1.1 **Outreach** A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
 - 7.1.2 **Good Faith Effort** A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
 - 7.1.3 **Identification and Recruitment** A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.
 - 7.1.4 **Monitoring and Reporting** A commitment to measure and report anticipated and actual MBE/WBE participation.

7.2 Discrimination In Employment By the St. Louis Board of Education

- 7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:
- 7.2.1.1 The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
- 7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
- 7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Bidder's commitment under contracts with the District.

- 7.2.1.4 The SELECTED BIDDER will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.
- 7.2.1.5 The SELECTED BIDDER's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.3 Minority and Women Owned Business Enterprise Policies

7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

Missouri Office of Equal Opportunity (MOEO)

Online: For M/WBE's: https://oeo.mo.gov/oeo_certifications Phone: (573) 715-8130

City of St. Louis: Business Diversity Development (BDD)

Online: <u>http://www.flystl.com</u> Phone: (314) 426-8111

END OF SECTION 7 - MINORITY PARTICIPATION/INCLUSION

Section 8: RESERVATIONS / STIPULATIONS

- 8.1 The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- **8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- **8.3** The District will give preference to firms based in the Bi-State St. Louis Metropolitan area when other considerations are equal.
- **8.4** Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- **8.5** Bidders acknowledge and agree, by submitting a Proposal, that:
 - **8.5.1** Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
 - **8.5.2** The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed

changes to the team and personnel associated with the team and/or to negotiate the composition of the team.

- **8.5.3** Adherence to the schedule for the work is of critical importance to the District as time is of the essence and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- **8.5.4** To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District's website <u>www.slps.org</u> under "Shortcuts", "Board Policies".
- **8.5.5** The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- **8.5.6** Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- **8.5.7** It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- **8.5.8** No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- **8.5.9** It does not do business as or operate under any fictitious name.
- **8.5.10** It has only presented one Proposal in response to this RFP.
- **8.5.11** The Proposal is made in good faith.

- **8.5.12** It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- **8.5.13** It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- **8.5.14** It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- **8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- **8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.
- **8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

END OF SECTION 8 - RESERVATIONS / STIPULATIONS

Section 9: FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")

Pursuant to Missouri Revised Statute 285.530, all Bidders awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the Bidder must affirm the same through sworn affidavit and provisions of documentation and sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District. Such agreement and affidavit is included as Attachment C to this RFP.

END OF SECTION 9 - FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")

ATTACHMENT A RFP # 030-2122 District Vending Services SCOPE OF SERVICES

To furnish all labor, supervision, materials, equipment and expertise necessary to provide District vending services for machines not located in the cafeteria of a school building. Currently, snack vending machines total approximately **38** in schools and the SLPS administration building. Beverage vending machines are primarily in high schools, administration buildings, and staff lounges and currently total approximately **72 drink machines and 51 buildings**. The District is seeking to combine snack vending with beverage vending utilizing one contract. **Currently the two services are under one contract**. The new contract will be from **July 1, 2022** through **June 30, 2023**, with options to renew annually for two (2) additional one-year periods.

Equipment Specifications

The successful vendor shall furnish and install snack and beverage vending machines and all related equipment as specified. The machines shall be of the latest mechanical/electronic technology and be in new or near new condition. In no case shall machines older than five (5) years be installed. If requested by District, vendor shall provide documentation of equipment age by providing original equipment invoices. **In addition, timers should be added to both machines.** Equipment specification sheets shall be included with all equipment that is being proposed.

To maximize the potential of each location, machines provided must be of adequate size and capacity to maintain full and uninterrupted service at all times yet fit the space and meet all City of St. Louis and Fire Code requirements. Machines shall be capable of holding and dispensing a variety of snack and beverage products.

All machines shall be equipped to accept legal U.S. tender and have a dollar bill validation feature that includes coin mechanisms that accept combinations of dollar bills, nickels, dimes and quarters. Additionally, each machine must have bill changer capabilities. **All snack and beverage vending machines should include a debit/ credit card reader.**

To ensure accurate record keeping, all machines shall be equipped with non-resettable counters, which indicate unit sales. <u>The District requests specification sheets for all non-resettable counters used in machines.</u>

Machines shall not be set for forced vending and shall include a change dispenser if the customer inserts more money than the item costs.

Machines provided shall operate on AC-110 volts with a three-wire, three-prong ground type plug. All machines shall be UL listed, designed, constructed, installed and operated in accordance with codes and regulations for this type of equipment.

To reduce electrical cost, vending machines will be timer controlled. Lighting of machines will be kept to the minimum required to view available products and in the required regulation of the United State Department of Agriculture and the Department of Elementary and Secondary Education. Decorative

lighting or advertisement lighting shall be disabled or not part of the vending equipment. The goal is to minimize the amount of energy used while providing adequate lighting to vend products.

All machines shall emit low amounts of noise and be non-disruptive to the activities occurring on District property. Machines must also be equipped with Anti-Theft Technology which should prevent entry into machines and include other industry standard theft deterrents.

All machines shall show, at all times, the vendor's name, a local service number for reporting malfunctions, the person or office within the vendor's organization responsible for refunds, and regular days of the week for re-stocking. Additionally, each machine shall be labeled with an easily visible identification number.

The machines and associated equipment shall be operated by the proposer in such a way that fully complies with all Federal, State and Local law, as well as District policies and USDA regulations. Should any Federal, State, Local law, or District policy change during the course of the resultant agreement, the vendor will be required to make themselves aware of the changes and be in compliance.

Advertising

Advertising on District property shall be limited to the surface of vending machines. Any signage or logo deemed objectionable or distractive may be rejected.

Machines shall be aesthetically acceptable to the District and shall contain no brand specific advertising labels or signage. The District may reject any machine signage or logo if deemed objectionable or a distraction to the activities occurring on District property.

Location

The District makes no representation regarding any location, or the number of machines at any location, and may direct that the locations be discontinued. The number, type, and location of the vending machines will be determined from time to time by the District and will be negotiated with the successful vendor. The current locations of snack and beverage vending machines are detailed in Exhibit G.

The District reserves the right at any time to require the awarded vendor to remove, relocate, or place additional equipment at existing/new locations to meet unforeseen requirements as they arise. The vendor shall provide additional machines and equipment at no additional charge to the District. Additionally, the District may request that a machine be exchanged at any time. Should be awarded vendor want to relocate, exchange or remove vending machines, a request must be submitted in writing to the designated Director of Food Service.

Machine size must be compatible with each location. The awarded vendor standard machine size may not be appropriate for some locations. This District expects the awarded vendor to accommodate all locations requiring non-standard vending machine size. Non-standard vending machines will be addressed on a case-by-case basis with the awarded vendor.

Utilities

The District shall provide existing outlets in the general vicinity of the machines at no charge. In addition, the District will pay for utilities required to operate machines installed under the resultant contract. Many schools and buildings have limited electrical load capacities. To allow for any expansion or upgrade that may be required; the successful vendor shall be responsible for all cost incurred in any vending machine opportunities. Any expansion plan must be District approved prior to implementation. **Vendors must offer products in recyclable containers. Vendors must offer recycling barrels or containers used for the collection of empty product containers.**

Installation/Removal of Equipment

Installation, service and removal of vending machines and equipment shall be the sole responsibility of the successful vendor and shall be scheduled and performed only upon approval from the Director of Food Service and other District personnel, if necessary.

Upon installation, the successful vendor shall furnish the designated Director of Food Service with a list of machines by location, indicating machine capacity, product size and selection, serial numbers, date of installation, and initial machine product counter number.

The successful vendor is responsible for all cost associated with placing and fastening equipment. The successful vendor shall fasten machines and equipment in such a manner as to make them earthquake safe and compliant with City of St. Louis code and be approved by the District's Operations Division prior to being placed.

Asbestos Advisory: The successful vendor shall presume that all flooring material may contain asbestos. Any work involving flooring material must be performed by SLPS maintenance staff trained to use appropriate methods to prevent exposure to themselves, others, and the surrounding area before the installation to ensure hazardous materials are not impacted during installation. Any hazmat activities should be conducted by SLPS staff.

Wall material may also contain asbestos; during the course of work, if the successful vendor observes or suspects the existence of asbestos in wall material or impacted materials, they shall immediately stop work and notify the designated Director of Food Service. The vendor must use, at no cost to the District, workers trained to employ appropriate methods to prevent exposure to themselves, others and the surrounding area.

Equipment Damage

The successful vendor shall assume the full risk and responsibility for any loss, destruction, or damage occurring to the machines. In the event of any loss due to theft, fire, accident, disruption of utility services, vandalism, spoilage, or other similar causes from machines and equipment, shall be borne by the vendor.

Service of Machines

Service shall be maintained on a 24-hour, seven-day-a-week-basis. The District expects that service calls will be responded to within four (4) hours after notification of need during the period of 7:00 AM through 4:00 PM Monday through Friday.

Preventative maintenance and repair of dispensing machines and related equipment shall be the responsibility of the vendor in terms of expense and response time. The vendor shall conduct routine service, inspection and cleaning of machines, as required and post on the inside of the machine, as to maintain uninterrupted services at all times.

The vendor shall, at its expense, replace any equipment that cannot be made fully functional within 16 hours. Such replacements shall be done immediately after determination and shall not exceed a total of 24 hours from the time of the initial service call.

The vendor shall be solely responsible for the physical inventory, inventory control, and stocking of machines. Every effort to re-stock machines at times that will not conflict with peak usage times shall be made. Product delivery shall be made on a mutually agreed upon schedule with each location and shall be coordinated through the designated Director of Food Service. No inventories shall be maintained by District personnel at any District location.

Trained, qualified personnel identified by clearly marked and openly displayed company insignia and/or uniform will perform all services and comply with all security requirements indicated herein and the resultant contract.

The vendor shall comply with all Federal, State, Local and District regulation governing the procurement, preparation, storage, transport, handling and serving of all items for consumption under the resultant contract. In addition, vendor shall procure and keep in effect all necessary licenses and permits required by law and agree to post such permits in a prominent place as may be required by law.

Products to be Dispensed

Items to be dispensed shall be solely controlled and approved by the District and shall be coordinated through the Office of Food and Nutrition Services via the designated Director of Food Service. The District has chosen to follow the American Beverage Association (ABA) guidelines as established in conjunction with the Clinton Foundation and Alliance for a Healthier Generation. In addition to the United States Agriculture Department and the Department of Elementary and Secondary Education guidelines for Smart Snacks. These Guidelines are the minimum nutrition standard for food served/sold on all District school campuses. Please see attachment H and I for a copy of the Guidelines.

The vendor shall supply a full vending product list including all beverages and snacks that are to be vended. The District reserves the right to request product samples if needed. Product samples shall be furnished within 3 business days once a request has been made. Glass packaging will not be permitted. A copy of the nutritional analysis for each product sold in the machines must be maintained on file at the vending machine services facility and presented to the Director of Food Service upon request.

Beverages	Grades 6-8		Grades 9-12 & Staff		
	Serving Size	e Calorie	Serving Siz	e Calorie	
	Limit	Limit	Limit	Limit	
Water	Any size	Any size	Any size	Any size	
Fruit or Vegetable Juice 100% juice, no sugar add	8 oz.	120 cal.	8 oz.	120 cal.	
Beverages	<u>Gra</u>	des 6-8	Grades 9-1	1 <u>2 & Staff</u>	
Milk, low fat or fat free	8oz.	150 cal.	8 oz.	150 cal.	
Low or No calorie Beverages	May Not Be	Sold	20oz.	20 cal.	
Other Beverages	May Not Be	Sold	12 oz.	60 cal.	
Individual Foods or Snacks Serving Size Calories per serving Total Calories from Fat* Saturated Fat** Trans Fat Sugar content by weight***		Fat/ 26 calo 10% (1 g. s: 0.5 g or less 35% or less	ng package (1 gm total ories) at fat/90 cal)		

*Total Calories from fat limit does not apply to snacks that are legumes, nuts, nut butters, seeds, eggs, non-fried vegetables and cheese.

** Saturate fat limit does not apply to snack items that are nuts, eggs and cheese. *** Sugar limit does not apply to fruits and vegetables.

All nutritional guidelines apply to machines in staff rooms located on school campuses. Administration buildings are exempt.

The nutritional guidelines don't apply to non-school buildings including the administration building. A full-service vending machine is desired for the 3rd floor Break Room in the administration building.

The District reserves the right to add or delete consumable items to this agreement as required.

An initial products list will be developed with the successful vendor, and once in place may only be changed or modified with prior approval of the Director of Food Service.

The pricing of items shall be proportional to regional established pricing for the same or equal products being dispense in a similar manner. A sample price list shall be furnished by the vendors indicating vending prices for all snacks and beverages that fit under the District's and State's nutritional guidelines.

Vendor shall notify the District at least sixty (60) days prior to affecting a price increase on any vending items.

Commissions

The District makes no guarantees as to the amount of product that will be sold. Under no circumstances will the District be required to sell a minimum amount of product in order to receive the commissions proposed.

By submitting a proposal, the vendor acknowledges responsibility for the risk with respect to any reductions of gross sales due to theft, fire accidents, vandalism, temporary loss of power, weather, acts of God, changes to the District or individual site calendars, temporary or permanent site closures, changes to site or facility construction plans, changes to the athletic or extracurricular programs or schedule, changes to site boundaries or District Boundaries, machine failure (refunds), other acts beyond the District's control, and actions within the District's control that are necessary for sound educational reasons.

Commissions shall be based on the total dollar amount sold per location and not individual items.

Compensation:

The District shall receive the following:

- Commission Rate % on net sales of all beverage machines (paid monthly)
- Commission Rate of on net sales of all snack machines (paid monthly)

Proposed commission rates shall be indicated on **ATTACHMENT B – COMMISSION RATE** %.

The District is requesting a fixed commission percentage for all vending machines.

The monthly commission shall be paid to the District with a breakdown of the commission by school location by machine.

Payment Procedures

The vendor shall remit to the District on or before the fifteenth (15th) working day of each month, the monthly commission due in the form of a single check. In support of each payment issued, the vendor shall be required to attach to each commission an itemized statement, containing at a minimum the following information: For each location:

- 1. Gross sales and commissions. Indicate separate calculation for each commission type/rate.
- 2. Net sales and commissions. Indicate separate calculations for each commission type/rate.

For each machine:

- 1. Counter readings indicating beginning and ending counter readings
- 2. How much the counter readings may be off due to repair of the machine. A repair notification must be on file with the Director of Food Service.
- 3. Unit sales for each type of product sold in each machine.

Payment Penalties

For payments made after the due date, the successful vendor shall pay, as a late fee, a minimum of six percent (6%) of the total commission due. The successful vendor acknowledges that nay late or non-payment of commissions when due shall be good and sufficient cause for the District to terminate the vending contract, if the District chooses to do so.

Definitions

- **District Contract Administrator**: A designated individual within the District that manages the resultant contract with the successful vendor.
- **Earthquake Safe:** An object that can withstand an earthquake without causing significant damage to District property and individuals in District facilities.
- **Energy Saving Technology**: A mechanism either built in or added to vending machines that enables reduced energy usage.
- Anti-Theft Technology: Mechanisms built into the vending machines that deter theft.

ATTACHMENT B RFP # 030-2122District Vending Services COMMISSION RATE % PROPOSAL

The following describes your "Commission Rate %" Proposal to provide services specified in Attachment A - Scope of Services of the **RFP # 030-2122 District Vending Services.**

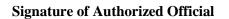
Based on the "Itemized Pricing Worksheet" - Attachment J, the District shall receive the following:

- A fixed commission percentage for each type of vending products (beverage and snack) machines.
- Commissions shall be based on the total dollar amount sold per location and not individual items.
- Commission rate is based on net sales (paid monthly)

	Commission Rate %	Commission Rate %
Period	Beverages	<u>Snacks</u>
1. July 1, 2022 to June 30, 2023		
2. July 1, 2023 to June 30, 2024		
3. July 1, 2024 to June 30, 2025		

The District also encourages incentives such as:

- Free product incentives to support special events.
- Vendors should describe below other incentives available such as signage, cups, promotional and charitable donations, etc.



Date

Company Name

ATTACHMENT C E-VERIFY AGREEMENT AND AFFIDAVIT AGREEMENT

[Name of Vendor]:

a) Agrees to have an authorized person execute the "Federal Work Authorization Program Affidavit" attached hereto and deliver the same to The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) ("District") prior to or contemporaneously with the execution of a contract with the District;

b) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By:_____(Signature)

Printed Name and Title:

For and on behalf of: _____

(Company Name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by ______ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By:	(individual signature)
For	_ (company name)
Title:	_
STATE OF MISSOURI)	
)ss.	
COUNTY OF)	
On this day of, 20, before me,	-
and for such County and State, personally appeared, known t	
executed the affidavit on behalf of said	and acknowledged to
me that he or she executed the same for the purposes therein sta	ated. Subscribed and affirmed
before me this day of, 20	

Notary Public

My commission expires on: _____

ATTACHMENT D BIDDER AFFIRMATION FORM

RFP TITLE: District Vending Services RFP No: 030-2122

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for **District Vending Services**, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

A current Certificate of Insurance is required as part of your Proposal.

The District shall provide the Bidder with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title _____

Print Name	Signature	Date
Address ())	
Business Telephone Number	Facsimile	E-Mail Address

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

ATTACHMENT E BIDDER CHECKLIST

RFP TITLE: District Vending Services RFP No: 030-2122

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted one (1) original, (5) copies and two (2) electronic Proposal on Portable Thumb Drives.
- () Signed Federal Work Authorization Program Agreement.
- () Signed and notarized Federal Work Authorization Program agreement and affidavit
- () Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- () Signed and dated Cost / Pricing Proposal.
- () No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- () Current Certificate of Insurance.
- () Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- () Submitted state tax identification number.
- () Submitted a copy of a System For Award Management (SAM) Status Report: <u>www.sam.gov</u>
- () Submitted No Israel Boycott Certification Form
- () Submitted Completed W-9 Form & Vendor Registration Application
- () Submitted a copy all Certificates/License and Business Licenses

Signature of Authorized Official

Date

Company Name

ATTACHMENT F NON-SUBMITTAL RESPONSE FORM

RFP TITLE: District Vending Services

RFP No: 030-2122

NOTE TO BIDDER:

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal":

- () Unable to meet the time frame established for start and/or completion of the project.
- () Received too late to reply. Received on _____.
- () Please remove our company's name from receiving similar type solicitations.
- () Other: _____

Your response will be given careful consideration and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

Authorized Signature	Title	Date
Name of Company / Consultant		
Company Address		
() Business Telephone Number		
E-Mail Address	-	

ATTACHMENT G POTENTIAL VENDOR SERVICE LOCATION RFP TITLE: District Vending Services RFP No: 030-2122

Elementary Schools

AESM (499) Adams (400) Ames VPA (425) Ashland (406) Bryan Hill (418) Buder (420) Clay (436) Pamoja (440) Columbia (442) Cote Brilliante (444) Dewey (447) -Dunbar (448) Farragut (458) Ford (463) Froebel (466) Gateway Elementary (473) Gateway-Michael (552) Hamilton (478) Henry (168) Herzog (490) Hickey (489) Hodgen (492) Humboldt (496) Jefferson (502) Kennard CJA (503) Laclede (506) Lexington (510) Lyon @ Blow (518) Mallinckrodt (524) Mann (526) Mason (534) Meramec (550) Monroe (556) Mullanphy (559) Nance (561) Oak Hill (560) Peabody (562) Shaw VPA (578) Shenandoah (580) Sigel (586) Stix (593) Walbridge (596) Washington Montessori (601) Wilkinson (603) Woerner (597) Woodward (612)

1008 S. Spring, 631 10 1311 Tower Grove Ave., 63110 2900 Hadley, 63107 3921 N. Newstead, 63115 2128 Gano, 63107 5319 Lansdowne Ave., 63109 3820 N. 14th St., 63107 3935 Enright, 63108 3120 St. Louis Ave., 63106 2616 Cora Ave., 63113 6746 Clayton, 63139 1415 N. Garrison Ave., 63106 4025 Sullivan Ave., 63107 1383 Clara Ave., 63112 3709 Nebraska Ave., 63118 #4 Gateway Dr., 63106 #2 Gateway Dr. 63106 5819 Westminster PL, 63112 1220 N. 10th St., 63112 5831 Pamplin Pl., 63147 3111 Cora Ave., 63115 1616 California, 63104 2516 S. 9th St., 63104 1301 Hogan St., 63016 5031 Potomac, 63139 5821 Kennerly Ave., 63112 5030 Lexington Ave., 63115 516 Loughborough, 63111 6020 Pernod, 63139 4047 Juniata St., 63116 6031 Southwest Ave., 63139 2745 Meramec St., 63118 3641 Missouri Ave., 63118 4221 Shaw Blvd., 63110 8959 Riverview Blvd., 63147 4300 Morganford Rd., 63116 1224 S. 14th St., 63104 5329 Columbia, 63139 3412 Shenandoah Ave., 63104 2050 Allen Ave., 63104 647 Tower Grove, 63110 5000 Davison Ave., 63120 1130 N. Euclid, 63113 1921 Prather, 63139 6131 Leona, 63116 725 Bellerive Blvd., 63111

Middle Schools

 Busch (305)
 5

 Carr Lane (307)
 10

 Compton-Drew (339)
 5

 Fanning (314)
 3

 Gateway Mid (323)
 11

 Langston (324)
 55

 Long (326)
 56

 McKinley (313)
 2

 Yeatman (352)
 4

5910 Clifton, 63109 1004 N. Jefferson, 63106 5130 Oakland, 63110 3417 Grate Ave., 63116 1200 N. Jefferson, 63106 5511 Wabada Ave., 63112 5028 Morganford Rd., 63116 2156 Russell, 63104 4265 Athlone Ave., 63115

High Schools

Beaumont (125) Carnahan (193) Nottingham CAJT (114) Central VPA (186) Cleveland NJROTC (144) Clyde C. Miller (117) CSMB (100) Gateway STEM (111) McKinley (157) Metro (156) Northwest (194) Roosevelt (168) Soldan (173) Sumner (180) Vashon (183) 3836 Natural Bridge Ave., 63107 4041 S. Broadway, 63118 4915 Donovan Ave., 63109 3125 S. Kingshighway, 63139 4939 Kemper Ave., 63139 1000 N. Grand, 63106 450 Des Peres Ave., 63112 5101 McRee, 63110 2156 Russell, 63104 4015 McPherson, 63108 5140 Riverview Bivd., 63120 3230 Hartford Ave., 63118 918 N. Union, 63108 4268 W. Cottage Ave., 63113 3035 Cass Ave., 63106

Legend



Account	Snack	Drink	
Adams Elem School	<u>1</u>	1	
Adult Ed Basic	1	1	
Ashland School	0	1	
Beaumont High School	1	1	
Bryan Hill Elementary	1	1	
Buder Elementary	0	1	
Carnahan Middle School	2	2	
Carr Lane VPA Middle School	1	3	
Central VPA HS	3	3	
Clyde C Miller HS	3	2	
Cole Elementary	1	1	
Compton-Drew ILC MS	1	2	
Dewey IS	0	1	
Froebel Elementary	0	1	
Gateway Elementary	0	1	
Gateway IT HS	1	3	
Gateway Middle School	1	1	
Hamilton Elementary	0	1	
Hickey School	0	1	
Hodgen Elementary	0	1	
Herzog Elementarty School	0	1	
Humboldt Academy	1	1	
Jefferson Elementary	0	1	
Laclede Elementary	0	1	
Lexington Grade Sch	1	1	
Long Middle School	0	3	
Louveture Middle School	0	1	
Madison College Prep High Sch	1	1	
Mann Elementary	0	1	
	0	1	
Mason Elementary McKinley Leadership Academy	2	2	
Metro Academic	1		
Monroe Elementary	0	1	
	1	1	
Mullanphy ILC Elem School Nance Elementary	0	1	
	0	1	
Nottingham Elementary (CAJT)	1	1	
Peabody School	1	1	
Public Schools Bldgs & Grounds	1	1	
ROE Wilkinson ECC) Roosevelt High School	0	3	
Shaw VPA	0	1	
Shenandoah Elementary	0	1	
,	1	1	
Sigel Elementary	1	4	
Soldan IS HS St. Louis Pub Sch Central Office	3	4	
	3 1	4	
Stix ECC	1	3	
Sumner MM HS	1	3 1	
Vashon High School	0	1	
Walbridge CEC E S	0	1	
Woerner Elementary	1	1	
Yeatman Middle School	1		
Totals 31			
<u>Totals</u>	20	72	
51 Schools	38	72	

ATTACHMENT H <u>PROTENTIAL Q's and A's</u> RFP TITLE: District Vending Services RFP No: 030-2122

Questions and Answers:

- 1. Will you please provide 3 years of historical sales data by location and machine? We will only be able to provide 1 year of historical data listed in the RFP.
- 2. What are commission rates of current contract? By policy, we will not be able to provide that information unless requested via the Missouri Sunshine Law request outlined in the RFP.
- 3. What were the commission rates the two years prior to the current contract? Same as #2.
- 4. Are there any additional financial/other benefits provided under current contract? No
- 5. Are the Nutritional Guidelines set forth in RFP the same as in current contract? No, in the current contact SLPS followed the Missouri Eat Smart Guidelines; we are now following the new USDA Guidelines along with the American Beverage Association and Alliance for Healthier Generation.
- 6. How do we arrange touring some of the locations? You can make arrangements with the Director of Food and Nutrition Services
- 7. Does current contract have brand advertising restrictions on the beverage machines? No, not at this time; to keep in compliance with USDA Guidelines, Alliance for Healthier Generation along with the American Beverage Association if these companies state that we need to follow a brand advertising restriction than SLPS will follow their guidelines.
- 8. Has there been any incidents in the past year of vandalism or break ins of the vending machines? No
- 9. What are you not satisfied with in your current vending services? We are very satisfied with the current vendor
- 10. Will you please provide a copy of the current contract for vending services? Same as #2.
- 11. Will you please provide 3 years of historical sales data by location and machine? We will only be able to provide 1 year of historical data listed in the RFP.
- 12. What are commission rates of current contract? By policy, we will not be able to provide that information unless requested via the Missouri Sunshine Law request outlined in the RFP.
- 13. What were the commission rates the two years prior to the current contract? Same as #2.
- 14. Will you please provide a copy of the current contract for vending services? Same as #2.

ATTACHMENT I USDA: A GUIDE TO SMART SNACKS IN SCHOOLS RFP TITLE: District Vending Services RFP No: 030-2122

ATTACHMENT J USDA: SMART SNACKS IN SCHOOLS: BEVERAGE OPTIONS RFP TITLE: District Vending Services RFP No: 030-2122

ATTACHMENT K ITEMIZED PRICING: BEVERAGES AND SNACKS RFP TITLE: District Vending Services RFP No: 030-2122

ATTACHMENT L ANNUAL SALES BY LOCATION RFP TITLE: District Vending Services RFP No: 030-2122