

OPERATION OF SNACK VENDING SERVICES

**MISSOURI WESTERN STATE UNIVERSITY**

**FRB20-060**

**Issued: November 4, 2019**

**Proposals Due: December 5, 2019**

 **2:00p.m. Central Time
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 Supplemental Information ‑ Sales Separate Attachment

**SPECIFICATION SHEET**

**1. Bid Submission Requirements**

Bids are to be based upon Specifications for Operation of Snack Vending at Missouri Western State University (MWSU).

Electronic or faxed bids will not be accepted. MWSU reserves the right to accept or reject any or all bids. Bid will be evaluated and awarded as a whole; to one vendor. All proposals must be submitted in a sealed package clearly marked with FRB20-060. Please return the requested information found on page 3-9 with your bid. Include any addendum(s) with your initials as well as current W-9. Please **send one (1) original and four (4) copies of the sealed response** no later than 2:00 p.m. Central Time on Thursday, December 5, 2019 and deliver it to:

Missouri Western State University

Popplewell Hall Room 221

4525 Downs Drive

St. Joseph, MO 64507

No bidder may withdraw his bid for a period of sixty (60) days after the date of opening bids.

**2. Questions**

Any and all questions and /or clarifications regarding this FRB must be submitted in writing to the Purchasing Department via email. Questions and clarifications are to be sent via email to Kelly Sloan, Purchasing Manager atpurchase@missouriwestern.edu. All questions and clarifications must be submitted by noon Central Time on Monday, November 18, 2019.

Any and all communication with respect to this solicitation shall be made to Kelly Sloan, Missouri Western State University Contact Person, in writing via email at purchase@missouriwestern.edu. No applicant shall attempt to communicate with the Missouri Western State University Board of Governors, Administration, staff or other university employees. Any applicant found to be in violation of the communication expectations of MWSU will be subject to disqualification.

**3. Notice of Acceptance**

The winning bidder will be promptly notified when awarding of a contract has been approved.

**4. Term of Contract**

The initial term of this contract will be for a period of January 1, 2020, through June 30, 2024. Either party may cancel the contract by giving ninety (90) days' written notice of their intention to cancel.

 **BID PROPOSAL**

A. Percentage of gross cash receipts the Contractor agrees to pay Western for vending machines installed throughout the campus.

 **Type of Machine Percentage of Commission**

 Snack Vending Machine

 Hot Beverage (currently none on campus)

1. We guarantee Missouri Western State University a minimum commission on vending services of:

 $ \_\_\_\_\_\_ FY 19/20 January 1, 2020 to June 30, 2020

 $ FY 20/21 July 1, 2020 to June 30, 2021

 $ FY 21/22 July 1, 2021 to June 30, 2022

 $ FY 22/23 July 1, 2022 to June 30, 2023

 $ FY 23/24 July 1, 2023 to June 30, 2024

1. Please give a listing of your estimated costs per item grouping.

**Product Size Price**

Pastry

Chips (1 – 1 ½ 0z)

Cheese/Peanut butter Crackers

Gum/Mints

Cookies

Most other candy/snacks

Hot Drinks

Other Products (please list

 D. If Missouri Western State University implements a College Card program in the future that the students can use to access various campus services, including snack vending machines:

 1. Does your company have the technology to equip your machines to service our campus in

 this way?

 2. How would this change impact your commission rate in the future?

**E. Bidders Information Requirements**

It is the purpose of this invitation to bid to obtain as complete data as possible from each bidder to enable Missouri Western State University to determine which bidder is best able to serve all of the criteria which are to be considered in the award of this contract. To this end, each bidder shall furnish as a part of this bid proposal a complete description of capabilities in the field of vending operations. Included shall be the following:

1. Name and address of operating company.
2. The duration and extent of experience in the operation of vending. Explain in detail.
3. A list of all operations and locations where you are operating vending.
	1. Give length of time, name, address and phone number of contact person of each operation.
4. A list of all accounts lost within the last three (3) years and give reasons, contact person and title.
5. A complete balance sheet or annual report as of your last fiscal year of operation. Certification of

this report by a Certified Public Accountant may be required.

1. A table of company organization and a plan for the administrative management and supervision

staffing proposed under the specifications of this contract.

1. A route schedule indicating day(s) and buildings that the machines will be serviced (restocked)

and cleaned.

1. A description of the vending machines preventive maintenance plan.
2. A list of product line, portion size, brand name and selling price.
3. Description of your internal accounting program.
4. Technology required to operate machines successfully.

**F. Verification**

The undersigned, having familiarized himself with the local conditions affecting the cost of operating the snack vending operations at Missouri Western State University, and with the specifications and documents, hereby proposes and agrees to perform everything required to be performed and to furnish all labor, materials, supplies and transportation services as noted in said specifications and documents for the operation of the snack vending at Missouri Western State University, St. Joseph, Missouri.

Dated

Contractor Business Name

Street Address

City, State, Zip Code

Signature of Authorized Representative

Name

Title

Telephone Number

**ARTICLE 1**

**Snack Vending Operation**

* 1. **General**

The Contractor shall, at his expense, furnish, install and service all vending machines for the sale of snack food in all Missouri Western State University buildings approved by Missouri Western State University.

**1.2** **Installation and Specifications**

The Contractor shall furnish and install machines requested by Missouri Western State University. Machines will be installed, complete, so as to function for the purpose of which they were designed and shall operate on 110 volts. Missouri Western State University reserves the right to have the Contractor relocate, remove or install new machines, as deemed advisable, because of insufficient revenue produced or for unforeseen problems that may have developed.

The Contractor agrees to review the guidelines established by the Americans with Disabilities Act, and to make every effort to comply with the requirements of Sec. 5.8 Vending Machines and other equipment.

* 1. **Delivery**

The Contractor shall be responsible for delivery of all machines and vendable merchandise by his own carrier or by a carrier under his employ.

* 1. **Exceptions**

Missouri Western State University reserves the right to operate concession stands in connection with athletic events or special events throughout the year. Missouri Western State University may maintain the entertainment machines and washers and dryers they now lease, or they may purchase or use any such machines as they deem desirable. Missouri Western State University reserves the right to operate the canned/bottled soda operation.

 **1.5 Guarantees**

A. Missouri Western State University shall be the sole and final judge as to the suitability of the vending machines and the merchandise.

 B. All vending machines shall be properly maintained, serviced and cleaned regularly, and the service personnel shall observe all regulations as established by Missouri Western State University.

C. Prices charged for items in all vending machines shall be approved by Missouri Western State University. This includes any price increases over the life of the contract.

D. A refund system will be established by the contractor and set up with the main office in each building. The contractor shall replenish these main office change funds weekly. This system will be used to refund the loss of money to customers due to malfunctions of the vending machines. No part of any refunds or loss of revenue will be assessed against the gross receipts from which Missouri Western State University commissions are paid.

**1.6 Accounting Procedure**

The Contractor will submit a vending report for each monthly accounting period. The report will include the location, gross receipts and commission payment based upon the appropriate receipts and percentages from all vending machines.

Missouri Western State University reserves the right to accompany the Contractor during collection of receipts from machines**.**

**1.7 Insurance**

Missouri Western State University will assume no responsibility for the loss of machines or their contents due to fire, theft, vandalism or for any other reason.

The Contractor shall understand and agree that Missouri Western State University cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor's employees related to the Contractor's performance under the contract.

Therefore, the Contractor must acquire and maintain adequate automobile liability, comprehensive fire and theft, and collision insurance sufficient to protect Missouri Western State University, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense. The insurance coverage shall include general liability. Written evidence of the insurance shall be provided by the Contractor to Missouri Western State University. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name; policy numbers, endorsement by representatives of the insurance company etc. Evidence of self‑insurance coverage or of other alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, Missouri Western State University must be notified immediately.

**1.8 Food and Non‑food Items - Current number of machines, type and location.**

Curently all machines on campus are snack machines and reside in the following locations:

Agenstein Hall Physical Plant

Griffon Hall Popplewell Hall

Hearnes Center Potter Hall

Leaverton Hall Scanlon Hall

Looney Complex Vaselakos Hall

Murphy Hall Wilson Hall

**Bill Changer machines:**

In addition to the snack machines on campus, the successful bidder will be required to provide two (2) bill changer machines to be located in the Commons building.

**1.9 Description of Machines and Area**

 Please provide information on the following areas of your service operations:

1. Number and quality of machines (i.e. new, refurbished)
2. ADA compliant
3. Metering of machines
4. Service Program
5. Stocking Schedule
6. Proposed decor package to enhance the area
7. Rotation of stock

**ARTICLE 2**

**Accounting and Payments**

2.0 Operating Statement

2.1 The Contractor shall provide Missouri Western State University a complete and

 detailed monthly operating statement.

2.2 Causes of abnormal revenue and expense deviations shall be noted by the

 Contractor as part of these statements. All records pertaining to the operations

 of vending shall be open for inspection and/or audit by the State and/or University.

2.3 Missouri Western State University’s fiscal reporting period is July 1st through June 30th, and it is

desired that the Contractor's year‑to‑date reports correspond with this period.

Missouri Western State University’smonthly accounting periods are on a calendar month basis and it is desired that the Contractor's monthly accounting periods correspond with this

period.

2.4 On request of Missouri Western State University, the Contractor shall meet and review

each operating statement, explain deviations, discuss problems and mutually

agree upon courses of action to improve the results of the required services

included in this contract. Operating statement adjustments required as a result

of review and/or audit shall be identified and reflected on the next period

statement. The Contractor's revenue and expense statements and their contents

shall be retained, used and treated in strict confidence by Missouri Western State University.

The Contractor's revenue and expense statements, in total, shall not be provided to

third parties without the express prior written approval of the Contractor.

Required bid submittal and contract related appendix information are subject to

public disclosure by Missouri Western State University.

2.5 The Contractor shall keep in a safe place all financial records and statements

 pertaining to the operations of Missouri Western State University for a period of three years

 from the close of each year's operation.

2.6 Missouri Western State University shall be informed by the Contractor of the schedule of the

 Contractor's audit of the records and operations at Missouri Western State University. Missouri Western State University shall have the option to participate in the Contractor's audits and shall receive full report of these audits.

2.7 Commissions ‑ The Contractor will rebate a commission rate to Missouri Western State University on all sales accruing from this operation. The Contractor shall present to the Chief Accountant of Missouri Western State University an "Accounting Period Sales Report." The accounting period sales report and payment will be made within fifteen (15) days after the end of each accounting period.

**VENDING SERVICES SUPPLEMENTAL INFORMATION A**

**MISSOURI WESTERN STATE UNIVERSITY ENROLLMENT**

**(Headcount) University Population**

1. **Student Enrollment**

 **Semester** **FY17** **FY18** **FY19**

 Fall 5562 5700 5429

 Spring 4497 4629

 Summer 1266 1184

 **B. Faculty and Staff**

 **Fiscal Year 2019/20**

 Full-time 265

 Part-time 127