

Instructions to Bidders

Candy/Snack Vending Machines

The City of St. Louis is soliciting bids for a candy/snack machine vending contract for various locations in the city owned buildings. The contract will be for the period of **March 1, 2015 through February 28, 2018**. A sample of a proposed contract is included for informational purposes. Bids must be received by 11:00 a.m. (local time), Friday, November 14, 2014, Comptroller's Office, 1200 Market St – Room 311 City Hall, St. Louis, MO 63103, Attention: John Zakibe.

Successful bidder will be notified by Friday, November 21, 2014.

Your bid must clearly state the commission and specify the brand name of all products to be vended. A condition of the agreement must be to include a detailed breakdown by machine of sales and commissions each month.

For your information in developing a bid, we provide the following information.

<u>Period</u>	<u>Commission Received</u>
7/1/13 thru 6/30/14	\$53,096.66

The current commission is thirty-three (33%) percent.

The locations serviced are included.

Any request for additional information or questions should be addressed to:

John Zakibe
Comptroller's Office
1200 Market Street, Room 311 City Hall
St. Louis, MO 63103
Phone: 314-622-4912
Fax: 314-622-4354

Attachments:

List of Machine Locations
Sample Proposed Contract

Snack/Candy Vending Machine Locations

Abram Building	1520 Market Street
Board of Aldermen - City Hall	1200 Market Street
Board of Election	300 N. Tucker Blvd
Carnahan Courthouse	1114 Market Street
Cherokee Recreation Center	3200 S. Jefferson
City Hall - Basement	1200 Market Street
Civil Courts Building	10 N. Tucker Blvd
Communications Division	4971 Oakland Ave
Dunn Marquette Recreation Center	4025 Minnesota
Forest Park Maintenance	5600 Clayton Road
Forestry Division	1415 N 13th Street
Juvenile Court	920 N Vandeventer
Medical Examiner	1300 Clark Avenue
Medium Security Institution	7600 Hall Street
Municipal Garage	1122 Clark Avenue
Parks Division	5600 Clayton Road
Police	1915 Olive St
Refuse	4100 S First St
Soldiers' Memorial	1315 Chestnut St
Towing Facility	7410 Hall St
Water Division	1640 S Kingshighway
Water Division Treatment Plan	10450 Riverview
Wohl Community Center	1515 N Kingshighway

CONTRACT FOR CANDY/SNACK MACHINES

March 1, 2015 through February 28, 2018

This contract, entered into the FIRST day of MARCH 2015 by and between the City of St. Louis, hereinafter referred to as City, and _____, hereinafter referred to as Vendor.

GENERAL PROVISIONS

Vendor agrees to place candy/snack products and candy/snack machines in any or all City-owned locations in the City of St. Louis vendor survey which would be profitable for both the City and the Vendor. The City of St. Louis vendor survey will be used as a general guideline to determine such vending placements, nevertheless additions or deletions upon approval by the City may be acceptable. The City will have final determination in all matters concerning placement and the type of snacks. All equipment will be of new or like-new quality. Sales volume will dictate frequency of service with the goal of providing the required amount of product necessary to satisfy the customer demand.

GENERAL CONDITIONS

Materials, Services and Facilities

(a) It is understood that except as otherwise specifically stated in this contract, the Vendor shall provide and pay for all product, materials, labor, transportation, superintendence, temporary construction of every nature, and all other services and

facilities of every nature whatsoever necessary to execute, complete, and furnish the vending operations required within the specified time.

(b) Any work necessary to be performed by the Vendor after regular working hours, on Saturday, Sundays or Legal Holidays, shall be performed without additional expense to the City.

Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Vendor and the City, that the date of beginning and the time for completion as specified in the contract for the vending to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the vending embraced in this contract shall be commenced on the date specified in this contract. The Vendor agrees that said vending shall be prosecuted regularly, diligently, and uninterruptedly as will insure full and complete vending operations during the times specified.

Mutual Responsibility of Contractor

If through acts of neglect on the part of the Vendor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Vendor agrees to settle with such other contractor or subcontractor by agreement or arbitration as such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been sustained, the City shall notify the contractor, who shall indemnify and save harmless the City against any such claim, including all costs of defending any such claim.

No Agency

Vendor is an independent contractor and the Vendor's employees agents or subcontractors are not the employees, agents, contractors or subcontractors of the City.

Subcontracting

(a) The Vendor may utilize the services of special subcontractors on those parts of the work which under normal contracting practices, are performed by specialty subcontractors.

(b) The Vendor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Vendor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

(c) The Vendor shall be as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as contractor is for its own acts and omissions and those of its agents and employees.

(d) The Vendor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Vendor by the terms of the General Conditions insofar as applicable to the work of subcontractors and to give the Vendor the same power as regards to terminating any subcontract that the City may exercise over the Vendor under any provisions of this contract.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

Use of Premises

The Vendor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his materials, supplies, and equipment in such orderly fashion at the site of vending operations as will not unduly interfere with the progress of his work or the work of any other contractors or personnel of the City.
- (c) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly, and workmanlike appearance.

Notices and Service Thereof

Any notice to the Vendor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail to the said Vendor at his last given address or delivered in person to said Vendor or his authorized representative on the work.

Insurance

- (a) Vendor will furnish to the City a certificate naming the City of St. Louis as an additional insured certifying that it carries Workmen's Compensation, Comprehensive Public Liability Insurance, Property Damage and Products Liability Insurance, and General Liability Insurance in the amount satisfactory to the City. The cost of such insurance will be borne by Vendor.
- (b) All insurance policies will contain the following statement:
"Coverage furnished by this policy will not be canceled or altered without prior notice to the insured and the City of St. Louis fifteen (15) days before it is to take effect."

Indemnification

Vendor agrees to indemnify and save harmless the City, its Board of Aldermen, officers, agents, and employees from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of the acts and omissions of officers and employees of Vendor arising out of this contract; and Vendor agrees to defend the City in any action or proceeding brought thereon.

Terms, Renewal and Termination

(a) The term of the contract contemplated shall be THREE YEARS from the date specified, renewable at the option of the City on the expiration date for an additional year or years at the option of the City.

(b) In the event that any of the provisions of the contract are violated by the Vendor or by any of his subcontractors, the City may serve written notice upon the Vendor and Surety of its intention to terminate the contract and unless within ten (10) days after the serving of such notice upon the Vendor, such violation or deficiency shall cease and satisfactory arrangement of correction be made, the contract shall be terminated.

Delays and Extension of Time

If the Vendor should be delayed at any time in the fulfillment of the contract terms by any act or neglect of the City or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Vendor's control, then the time for beginning and completion of the work will be extended for such reasonable time as the City may decide.

No such extension of time will be made for delay occurring more than seven (7) days before claim, therefore, is made in writing to the City. In the case of continuing cause of delay, only one claim is necessary.

It is further expressly agreed that the Vendor shall not be entitled to any damages or compensation from the City on account of any delays resulting from any of the causes above specified.

The City will not be liable for damages to any extent whatsoever to the Vendor for delays in furnishing those materials or performing those acts required under the terms hereof to be furnished or performed by the City, the City's employees or to any other contractor employed by the City of St. Louis if such delay is caused by Acts of God, floods, fires strikes, lockouts, labor disputes, or other causes whatsoever, whether of like or different to avoid. The City of St. Louis will notify the Vendor promptly upon receipt of information that the furnishing of such materials or the performance of such acts will be delayed, in order that the Vendor may request as hereinabove provided such extension of time as may be rendered necessary thereby.

Taxes and Licenses

The vendor agrees to pay all taxes incident to sales through the vending machines, and agrees to reimburse the City for any penalties or costs necessarily resulting from the contractor's failure to pay promptly such taxes.

All necessary State, County, or City license fees shall be procured by and paid for by the Vendor.

Commission Payments

Commissions are payable on a monthly basis, on the twentieth (20th) day of each month following any month in which sales are made. Payments shall be made at the Office of the Comptroller, or at such other place in the City as the City may hereafter notify the Vendor. All unpaid commission due the City hereunder shall bear a service charge of 2% per month if same is not paid and received by the City on or before the thirtieth (30th) of the month in which said payments are due, and the Vendor agrees that it shall pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including service charges. Vendor shall submit to the City, with payment a detailed of sales by machine and location each month. Upon written request by the City, the Vendor shall furnish an accurate statement certified by an independent Certified Public Accountant of the Gross Revenue of the Vendor for items sold under this contract. The City also has the right to audit the Vendor's gross revenue of items sold under this contract, at the City's expense, and the Vendor shall within twenty (20) days of the written request furnish the City with information so requested to enable the City to perform the audit.

Cleanliness and Sanitation

The Vendor will have the responsibility for seeing that high standards of sanitation and cleanliness exist at all times. All City, County, State, and Federal laws concerning sanitation will be maintained.

Bond

Vendor agrees to furnish a performance bond to the Comptroller of the City of St. Louis in the amount of \$25,000.00. Such a bond shall guarantee the payment of the

commission fee. The bond shall be in a form agreeable to the City and shall be kept in full force and effect during the term hereof.

Servicing of Vending Machines

(a) The Vendor will keep all vending machines properly serviced with quality merchandise in a manner satisfactory and acceptable to the City of St. Louis.

(b) The Vendor will keep all vending machines in a clean, orderly, and sanitary condition acceptable to the City of St. Louis. Contractor will also keep all said equipment in good operation and repair.

Products to be Vended

Products to be sold in vending machines by the Vendor will include:

Name brand candy, gum and mints, chips, and other snack items.

If any service or commodity other than those included above is offered for sale the Vendor must obtain written approval of the City to sell such additional service or commodity.

Loss or Damage

Risk or loss or damage on all Vendor supplies, equipment and vending machines will be the responsibility of the Vendor. Any excessive loss or damage to a particular machine will be just cause for its removal.

Liaison

The Vendor shall designate a person who is thoroughly familiar with the bid proposal and who may be contacted during regular business hours to act as a liaison between Vendor and the City of St. Louis.

Changes in Taxes

It is understood and agreed that the item selling price set forth in the contract based upon presently existing Federal, State, and City sales and excise taxes. In the event of any change or changes in any of such tax rates, the item selling price to set forth may be adjusted to compensate for such change or changes if the change in tax rate is large enough to warrant said change. Such adjustment to remain effective for the period during which such tax rate changes shall remain in effect.

Preparation for Full-Scale Operations

Vending machines will be installed after the signing of this contract. Preliminary planning and coordination will be accomplished as deemed necessary by the Vendor and the City of St. Louis.

Occupational Safety and Health Act

Vendor is required to comply with all regulations of the act as related to the Vending operations under the management of the Vendor.

COMMISSION RATES

**THE VENDOR WILL PAY TO THE CITY PURSUANT TO THE FOLLOWING RATES
AND SCHEDULES:**

SNACKS @ _____

CANDY @ _____

PASTRY @ _____

Additional products at agreed upon prices.

COMMISSION TO THE CITY

_____ **Year One (1)**

_____ **Year Two (2)**

_____ **Year Three (3)**

COLD FOOD MACHINE IN JUSTICE CENTER

COMMISSION TO THE CITY

_____ **Year One (1)**

_____ **Year Two (2)**

_____ **Year Three (3)**

Entire Agreement

This contract constitutes the entire agreement between the parties hereto and all other representations of statements heretofore made, verbal or written are merged herein and this Agreement may be amended or modified in writing and executed by duly authorized representative of the parties hereto.

IN WITNESS WHEREOF, the City and the Vendor have executed this agreement as of the date first written.

CITY OF ST. LOUIS

BY: _____

Darlene Green, Comptroller

Date

VENDOR: _____

ADDRESS: _____

CITY, STATE , ZIP: _____

BY: _____

Date

BY: _____

Winston Calvert, City Counselor

Date

BY: _____

Parrie L. May, Registrar

Date