



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**July 22, 2021**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider requesting proposals for vending services.

**SUMMARY RECOMMENDATION** City Staff recommends approval.

**BACKGROUND** City staff recommends requesting proposals for vending machines for snacks and beverages at Memorial Hall, Airport and Cemetery shop and beverages at the Park for the Stevens Building, Carousel and Ticket Booth. The successful Vendor will pay the City a commission based upon gross sales on a monthly basis, or a periodic basis.

**SUGGESTED MOTION** I move to authorize City staff to request proposals for vending services.

**SUPPORTING DOCUMENTS**

1. Request for Proposals
2. Contract



# Vending Services Request for Proposals

Memorial Hall  
Independence Municipal Airport  
Park, Zoo & Cemetery

Issued by:

City of Independence  
811 W. Laurel Street  
Independence, KS 67301

The proposal must be submitted  
no later than 2:00 p.m. on August 19, 2021  
There will not be a public opening for this RFP.



## Vending Request for Proposals

### Purpose

The purpose of the Request for Proposal (RFP) is to obtain proposals to provide vending services to the City of Independence, Kansas.

All communications regarding this RFP should be directed to:

David Cowan  
Assistant City Manager  
811 W. Laurel St.  
Independence, Kansas 67301  
[davidc@independenceks.gov](mailto:davidc@independenceks.gov)

To be considered, each Contractor must submit a completed proposal form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet. The proposal form must be signed and include a statement as to the period during which the proposal remains valid.

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the City of the Vendor's response to the RFP to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding, project requirements, strength of the proposal, and proposed fees.

Every effort will be made to adhere to the following schedule:

- Distribute RFP July 23, 2021
- Requested site location inspections by appointment with the Assistant City Manager
- Proposal Submission Deadline August 19, 2021 (2:00 PM)
- Selection by September 10, 2021

Note: Pre-Inspection of locations must be scheduled with our Assistant City Manager at 620-332-2528 prior to proposal acceptance.

Envelopes shall be marked "Request for Proposal – Vending 2021" on the outside of the envelope.



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### **Instructions for Bidders**

The City of Independence is requesting bids for vending services to consist of beverage and snack machines at specified locations. Please refer to Vending Machine Proposal Form for the complete list of locations.

### **Scope of Work**

The work to be completed will include placement of vending machines for the sale of beverages and snacks to the general public and City employees. The placement locations of the vending machines shall be pre-approved by the City. The vendor shall be responsible for and hold the City harmless from all expenses and responsibility related to maintenance and upkeep of the vending machines installed. The Vendor shall periodically service the vending machines located on the City's property, keep them well stocked with fresh products, and keep them in good working order. Any issues regarding malfunctioning of the vending machines with members of the general public or City employees shall be satisfactorily resolved between the Vendor and the public or City employee.

### **Insurance**

The vendor shall maintain general commercial liability insurance covering customers using its vending machines installed on the City's property and shall name the City as an additional insured. The selected vendor must supply proof of such coverage before placement of any vending machines on City property. The City shall not be responsible for any damage or theft of vending machines or merchandise placed on City property.

### **Compensation**

In exchange for the opportunity to provide vending machines and vending services to the general public on the City's property, the Vendor shall pay the City a commission based upon gross sales. The commission shall be paid to the City on a monthly basis, or on a periodic basis as mutually agreed between the parties.

### **Compliance**

The selected vendor must maintain compliance with all Federal, State and Local laws. The vendor shall adhere to applicable food safety requirements. The vendor shall maintain any required permits or licenses in good standing.



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### **Selection Process**

The City will take into account such matters it considers appropriate in selecting the successful Vendor. The City reserves the right to reject, for any reason, any and all proposals. Evaluation criteria will include:

- The Vendor's proposed percentage for compensation
- The experience and qualifications of the Vendor
- References (provide a minimum of three account references)

### **Bidder Qualifications & Proposals**

Requested information from vendors interested in submitting proposals:

1. Clearly outline (on the provided proposal form) the percentage of gross sales for beverage and snack sales.
2. Submit a summary of your experience and qualifications.
3. Submit three account references that you currently service.
4. Submit a certificate of liability insurance (The Vendor will need to name the City as additional insured if awarded a vending contract).
5. Specify the primary contact the City will be working with.

The Contractor should be aware of the following:

- All proposals will be property of the City of Independence.
- The highest percentage proposal will not necessarily be accepted. The City reserves the right to reject all proposals, award the agreement, interview vendors, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful Vendor.
- Sealed envelopes marked "Request for Proposal – Vending 2021" with the proponent's name and address shown on the upper left-hand corner of the envelope, must be received at City Hall, Attn: David Cowan, 811 W. Laurel, Independence, Kansas 67301, prior to 2:00 pm on August 19, 2021.

### **Terms and Conditions**

1. The term of the initial agreement with the selected vendor will be for one year and shall automatically renew unless either party notifies the other party thirty (30) days in advance of the renewal date that it wishes to terminate the agreement. In addition, either party may terminate this agreement for convenience upon ninety (90) days written notice to the other party.



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2. The Vendor shall assume full responsibility for its employees or agents' actions and shall repair or replace within ten (10) days any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Vendor such cost as may be reasonable and related to damage caused by the Vendor and deduct these costs from any payment due the Vendor.
3. It is mutually understood and agreed that the Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Independence; but in no case shall consent relieve the Vendor from his obligations or change the terms of the contract.



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## VENDING MACHINE PROPOSAL FORM

Proposals must be received by 2:00 p.m. on August 19, 2021. Any proposals received after the deadline will not be considered. Submitted proposals shall be honored for a minimum of 30 days after the proposal deadline.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone / Mobile Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

LOCATION	LOCATION ADDRESS	SNACKS	PERCENTAGE OF GROSS SALES TO BE PAID TO THE CITY
Memorial Hall	410 N Pennsylvania Ave	1	
Airport	498 Freedom Drive	1	
Cemetery Shop	1300 N Pennsylvania Ave	1	
		<b>BEVERAGES</b>	
Memorial Hall	410 N Pennsylvania Ave	1	
Airport	498 Freedom Drive	1	
Cemetery Shop	1300 N Pennsylvania Ave	1	
Zoo-Stevens Building	1736 N 5th Street	1	
Park-Carousel	1736 N 5th Street	1	
Park-Ticket Booth	1736 N 5th Street	1	

*The City of Independence reserves the right to reject, add or delete options after the proposal is awarded and expects appropriate credit or debit for said options. The City of Independence reserves the right to accept or reject any or all proposals or to waive any irregularities should any occur as may best benefit the City.*

## AGREEMENT FOR VENDING SERVICES

*This Agreement* is entered into by and between the **City of Independence, Kansas**, hereafter CITY, and \_\_\_\_\_, hereafter VENDOR, as follows:

1. **Vending Equipment.** VENDOR shall be permitted to locate and install vending machines in the buildings known as: Memorial Hall/Civic Center; Airport Office; Cemetery Shop owned by CITY for the sale of beverages and snacks to the general public and Stephens Building; Carousel; Ticket Booth owned by CITY for the sale of beverages to the general public. The placement locations of the vending machines shall be pre-approved by CITY.

2. **Vending Services.** VENDOR shall be responsible for and hold the CITY harmless from all expenses and responsibility related to maintenance and upkeep of the vending machines installed pursuant to this agreement. VENDOR shall periodically service the vending machines located on CITY's property, keep them well stocked, and keep them in good working order. Any issues regarding malfunctioning of the vending machines with members of the general public shall be satisfactorily resolved between the VENDOR and the member of the public.

3. **Insurance.** VENDOR shall maintain general commercial liability insurance covering customers using its vending machines installed on CITY's property and shall name CITY as an additional insured.

4. **Compensation.** In exchange for the opportunity to provide vending machines and vending services to the general public on CITY's property, VENDOR shall pay CITY a commission based upon gross sales for beverage sales and for snack sales. The commission shall be paid to the CITY on a monthly basis, or on a periodic basis



as mutually agreed between the parties and VENDOR shall provide CITY a printout of total collections to verify that the commission being paid is correct.

5. **Term.** This agreement shall be for a term of one year beginning \_\_\_\_\_, 2021, and ending \_\_\_\_\_, 2022. Thereafter, this agreement shall automatically renew unless either party notifies the other party thirty (30) days in advance of the renewal date that it wishes to terminate the agreement. In addition, either party may terminate this agreement for convenience upon ninety (90) days written notice to the other party.

**City of Independence, Kansas**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Kelly Passauer, City Manager

\_\_\_\_\_  
DATE

By: \_\_\_\_\_