

RFP 96115-090

CONDITIONS AND SPECIFICATIONS

for

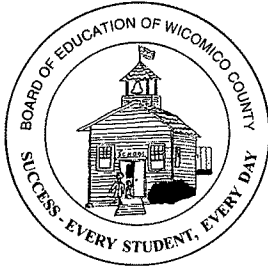
BEVERAGES
VENDING SERVICES
AND
EXCLUSIVE POURING RIGHTS

MARCH 24, 2009

Purchasing Department
Wicomico County Board of Education
101 Long Avenue
Annex 3
PO Box 1538
Salisbury, MD 21802-1538

(410) 677-4467

BOARD OF EDUCATION OF WICOMICO COUNTY



John E. Fredericksen, Ph.D.
Superintendent of Schools

101 Long Avenue
P.O. Box 1538
Salisbury, MD 21802-1538

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REQUEST FOR PORPOSALS

RFP 96115-090

The Board of Education of Wicomico County will receive sealed proposals for Beverages – Vending Services and Exclusive Pouring Rights for the schools and building in Wicomico County, Maryland, until 2:00 p.m., local time, April 21, 2009. Proposals received after that time will not be accepted, regardless of when they were mailed or given to a delivering carrier.

Conditions and specifications are attached.

The successful contractor shall be responsible for providing all Beverage Vending Services as described in the Bidding Documents. This is a “full service” vending contract.

Complete Bidding Documents may be obtained as a .pdf at www.wcboe.org.

Bids are to be delivered or mailed to the office of the Board of Education, to the attention of Mark E. Miller, C.P.M., CPPO, Procurement Manager, in sealed envelopes marked conspicuously on the front "BID FOR BEVERAGE VENDING SERVICES ".

BID SUBMISSION MAIL	BID SUBMISSION BY HAND	BID SUBMISSION COMMON COURIER
BID FOR	BID FOR	BID FOR
Wicomico County Board of Education	Wicomico County Board of Education	Wicomico County Board of Education
PO Box 1538	Annex 3 – Purchasing Department	900 Mt Hermon Road
Salisbury, MD 21802	101 Long Avenue	Salisbury, MD 21804
	Salisbury, MD 21804	

The Board of Education of Wicomico County reserves the right to reject any or all bids and waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of the Board.

Mark E. Miller, C.P.M., CPPO
Procurement Manager

It is the policy of the Wicomico County Board of Education to provide equal educational and employment opportunities regardless of age, gender, race, color, religion, national origin, disability or sexual orientation.

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BIDDING DOCUMENTS: The Bidding Documents consist of the following:

- 00030 – Notice to Bidders
- 00090 – Instruction to Bidders
- 00100 – General Conditions
- 00110 – Supplementary Conditions
- 00300 – Form of Proposal and Pricing Sheet
- 00310 – Bid/Proposal Affidavit
- 01000 – Specification

INSTRUCTIONS TO BIDDERS

1. CLARIFICATIONS: If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Terms and Conditions, Bidding Documents, and/or Request for Proposal, he may submit to the Board a faxed or written request for an interpretation thereof, delivered into the hands of the Procurement Manager no fewer than two working days prior to the time and date the offers are due. The Board will not be responsible for any other interpretations or explanations of the Specifications.
2. EXCEPTIONS: It shall be the responsibility of the Contractor to include with his proposal a list and clarification of any deviations from or qualifications of the Terms and Conditions and Specifications. The list must be attached to the Form of Proposal.
3. INTERPRETATION OF THE TERM "EQUAL": The Board of Education of Wicomico County (Board) reserves the right to evaluate the quality of articles offered as alternate or equal, and reserves the right to reject any or all articles judged not equal.
4. DETERMINATION OF GRADE OR QUALITY: The Board reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality or that it will better serve the interests of the Board, whether based on product samples, objective test, subjective test, or experience.
5. FAXED OR E-MAILED PROPOSAL SUBMISSIONS: All proposals must be delivered to the Purchasing Department with originals signed by an officer capable of committing the offeror to contractual relationships.
NO FAXED OR E-MAILED SUBMISSION WILL BE ACCEPTED.
6. NO BID: If the Contractor elects to "No Bid" a No Bid should be filed with the Procurement Manager. Failure to respond may result in removal from the bidders' list.
7. ANTI-COLLUSION: By signing this Form of Proposal, the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.
8. ANTI-BRIBERY/DEBARMENT: This procurement is subject to the Annotated Code of Maryland Finance and Procurement Article 16 concerning Debarment of Contractors. By signing this Form of Proposal, the offeror agrees that he understands and is in compliance with Article 16.
9. ASBESTOS CONTAINING BUILDING MATERIALS: By submitting a proposal for this project, the Contractor agrees that no asbestos containing building materials will be used in this project by any contractor, sub-contractor, or sub-sub-contractor.
10. TOBACCO-FREE SCHOOLS POLICY: All contractors, sub- contractors, and sub-sub-contractors must comply with the Board's tobacco-free schools policy "ADC". The policy states that "the sale or use of tobacco in any form is prohibited in all buildings and all outside seating areas owned or leased by the Board of Education of Wicomico County, at all times (24 hours a day, every day), regardless of whether or not students are present." The policy also states that "the use of tobacco in any form is prohibited on school grounds during the official school day (7 a.m. to 5 p.m.)."

Any contractors, sub-contractors, or sub-sub-contractors "which do not enforce this tobacco-free policy may be ... declared in default of their contract."
11. CHILD SEX OFFENDER NOTIFICATION: Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 17.792, is to inform school systems when a child sex offender is residing or working in the area. When

INSTRUCTIONS TO BIDDERS

the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a Contractor working for WCBE, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on WCBE property.

12. A/E SERVICES: The Board is not responsible for A/E Services requested by the Contractor unless such services are approved by the Project Manager prior to the performance of the A/E Service.
13. BID/PROPOSAL AFFIDAVIT: In accordance with the State Procurement Regulation Mandatory Written Solicitation Requirements, CoMar 21.505.08.07, this bid/proposal requires a signed Bid/Proposal Affidavit. This affidavit is attached to the Form of Proposal. Submissions without this document may be considered non-responsive.
14. TAXES:
 - a. Nothing in these Terms and Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.
 - b. Sales of materials used to improve the realty of government entities are taxable. The Maryland Sales and Use Tax Exemption Certificate of the Wicomico County Board of Education should not be used by contractors performing such work.

15. MATERIALS:

Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.

Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the respective purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of bid opening.

None of the materials to be provided furnished or installed on this project shall contain asbestos or any other "hazardous substance" as that term is defined by Federal or State law.

16. SUBSTITUTIONS:

Only substitutions submitted with the bid will be considered. Those submitted after the bid date will not be considered.

17. NONDISCRIMINATION:

NONDISCRIMINATION CLAUSE: In accordance with the Annotated Code of Maryland, State Finance and Procurement Article 13-219, discrimination on the basis of sex, race, age, color, creed or national origin is prohibited under the terms of this contract by any contractor, sub-contractor or sub-sub-contractor.

Contractors and sub-contractors are required to include similar notification in all sub-contracts for

INSTRUCTIONS TO BIDDERS

other than standard commercial supplies or raw materials, and are required to post notice of this provision so that the notice will be available to the Contractor's and/or sub-contractor's employees and applicants.

18. MINORITY BUSINESS ENTERPRISE PROCEDURES:

The Wicomico County Board of Education (WCBE) encourages all qualified Minority Business Enterprises (MBE) to apply for certification with the Maryland Department of Transportation (MDOT).

All qualified MDOT Certified MBE's are encouraged to respond to this solicitation notice. WCBE encourages prime contractors submitting an offer to this IFB to develop a plan to utilize qualified MDOT certified MBE's as sub-contractors.

WCBE may request a copy of this plan when evaluating your proposal.

END INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1. DEFINITIONS:

- a. Addendum: Written change or revision to the Bidding Documents issued to the prospective Bidders prior to the time of receiving bids.
- b. Alternate: The sum to be added to, or deducted from, the Base Bid if the change in scope of work as described in Alternates is accepted by the Board.
- c. Board: Wicomico County Board of Education also WCBE and WCBOE.
- d. Furnish: Purchase and deliver to site of installation.
- e. Install: Fix in place, for materials; and fix in place and connect, for equipment.
- f. Owner: The Board, authorized employees, and authorized representatives.
- g. Secure: Obtain.

2. PROJECT MANAGER:

- a. BOARD'S PROJECT MANAGER: All project correspondence, approvals, coordination, and contract administration shall be conducted through the Board's Project Manager. The Board's Project Manager shall have authority, as outlined in the Bidding Documents, to act as agent for the Board.
- b. WCBE will establish the Project Manager on the Purchase Order unless identified in the Bidding Documents.

3. CONTRACT DOCUMENTS:

- a. The Bidding Documents as modified by any addenda shall become the Contract Documents upon award by the Board.
- b. The Contract Documents shall include: Bid Addenda, the completed Form of Proposal, the Pricing Sheets, the completed Insurance forms. Any modification amending or extending the work shall be as binding as if originally included in the Contract Documents.
- c. The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be those established in the Supplementary Conditions having priority.
- d. Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the specifications or plans, the matter shall be referred to the Procurement Manager.

GENERAL CONDITIONS

4. SUPERVISION:

- a. The Contractor shall provide all necessary and sufficient supervision over the work being performed and shall be held solely responsible for the conduct and performance of his employees and agents involved in work under this contract.
- b. It shall be the responsibility of the Contractor to notify his employees and agents that all contact with students should be avoided.
- c. All employees and agents of the contractor shall be required to wear appropriate uniforms and identification while providing services to WCBE.

5. REPORTING TO SCHOOL ADMINISTRATION:

- a. ALL EMPLOYEES and agents of the CONTRACTOR shall upon entering any WCBE facility show proof of identification, sign-in and obtain a visitor's badge.

6. USE OF BOARD FACILITIES:

- a. The Contractor, sub-contractor, and sub-sub-contractor shall confine his operation to those areas permitted and authorized by the Project Manager. The use of Board's facilities (toilets, restrooms, lunchrooms, dumpsters, etc.) and utilities are strictly prohibited unless previously authorized and approved by the Project Manager.
- b. The Contractor, sub-contractor, sub-sub-contractor may park only in those areas designated by the Project Manager.

7. SUBCONTRACTORS:

- a. All Sub-Contracts for this contract must be identified on the Form of Proposal.
- b. The Board reserves the right to reject any proposal that has an excessive portion of the contract serviced by sub-contractors.
- c. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Board. The Board shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, he agrees to perform that portion of the work with his own forces. The Contractor shall not substitute any other person or firm as a Subcontractor, other than those listed in the bid submitted by him, without the written approval of the Board. The Board reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

GENERAL CONDITIONS

- d. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

8. GOVERNING LAW AND VENUE:

- a. The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Wicomico County, Maryland.

9. CLAIM AND DISPUTES:

- a. The Owner shall in no way be obligated to enter into mediation proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.
- b. The Owner shall in no way be obligated to enter into arbitration proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

10. **INSURANCE:** The Contractor shall not commence work under this contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner. The Contractor shall provide to the Purchasing Agent a Certificate of Insurance indicating the coverages below prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverages shall be:

- a. Workmen's Compensation: The Contractor shall maintain throughout the life of the contract statutory Workers' Compensation, including Maryland benefits and employer's liability with limits of \$100,000/\$100,000/\$500,000 for all of the Contractor's and any sub-contractor's employees who will be engaged in the work at the sites of the project.
- b. Commercial General Liability: The Contractor shall establish and maintain throughout the life of the contract Commercial General Liability Insurance - \$1,000,000 each occurrence/general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and where applicable to the project as determined by the Purchasing Agent, Products and Independent Contractors. The general aggregate limit is to apply per project; and
- c. Business Automobile Liability: \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

GENERAL CONDITIONS

- d. The Board requires a forty-five (45) day notice, in writing, of cancellation, non-renewal or change in insurance coverage affecting this project. This written notice shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the Board's Purchasing Agent.
- e. All bidders should have current Certificate of Insurance (ACORD certificates) on file in the Purchasing Office at the time of the bid opening or included with the bid. Failure to provide the ACORD certificate may result in the bidder's offer being considered non-responsive.
- f. The Board (including its elected or appointed officials, agents and employees) is to be named as an additional insured in the Contractor's General Liability Policy. Coverage must be primary with respect to Board, its agents and employees.
- g. A sample of the Certificate of Insurance will be provided upon request and may be found on WCBE's website.

11. PATENTS AND ROYALTIES:

- a. The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the Board harmless from loss of account thereof.

12. SAFETY AND FIRE PREVENTION:

- a. OCCUPATIONAL SAFETY AND HEALTH ACTS: Contractor(s) whom perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Sections 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973 and any regulations pursuant thereto.
- b. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

13. HAZARDOUS MATERIALS:

- a. This contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the project grounds. If such substances or materials are encountered, work shall cease in that area and the Board shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the Board.

GENERAL CONDITIONS

- b. All contractors performing work on Board of Education premises are required to make themselves aware of the locations of asbestos containing building materials that exist on the work site. Board personnel can supply such information prior to commencement of work.
- c. No asbestos, asbestos containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction.

14. SIGNS:

- a. No signs may be displayed on or about the Board's property (except those which may be required by law) without the Board's specific approval of size, content and location. Any signs required by the Board will be designated in the scope of work.

15. TIME:

- a. It shall be understood that time is of the essence of the Contract, and the Contractor must prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified. The Contractor shall commence the work on the date indicated in the Notice to Proceed, and he agrees to complete all work described by the Contract Documents within, or sooner than, the number of calendar days required in the Contract.

16. MODIFICATIONS OF CONTRACT:

- a. After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Procurement Manager.
- b. Any adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.
- c. Oral Modifications: No oral statements of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of the Contract. No directive shall be responded to unless direction was made by Project Manager. Any changes to the scope of work will be only as authorized by the Project Manager. No other staff member shall be considered authorized.

17. HOLD HARMLESS:

- a. The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Board, its employees, and agents from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or a result of the performance of this contract.

GENERAL CONDITIONS

- b. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

18. CONTRACTOR'S GUARANTEE:

- a. By offering a proposal, it is mutually understood and agreed between the Owner and Contractor that the bidder (Contractor):
 - i. Certifies that any and all liens for labor and materials used in this contract have been resolved or will be resolved, should they be filled, and that the Contractor shall settle any and all claims without annoyance to the Owner.
 - ii. Guarantees that he will comply with all federal, state, county, or city codes, laws, regulations, and ordinances appropriate to his service and has obtained and paid for any license, permit, or certificate required in the performance of his work.

19. DAMAGE:

- a. The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of this contract.

20. USE OF ROADWAYS AND WALKWAYS:

- a. The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic, by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Supplementary provisions of the Specifications.

21. CLEANUP:

- a. The Contractor shall keep the premises clean and free from accumulation of waste materials and rubbish. This clean-up shall be done on a daily basis to the satisfaction of the Project Manager.
- b. The contractor shall remove all waste materials and rubbish from the premises at his expense. The Board's disposal containers shall not be available for use.

End of General Conditions

SUPPLEMENTARY CONDITIONS

1. **INTENT:** These Conditions and Specifications are intended to cover the furnishing and delivery of Full Service Beverage Vending and Exclusive Pouring Rights for specific locations of the Board of Education of Wicomico County, Maryland. The successful Contractor is to provide labor, material, freight, equipment and supervision as necessary to successfully perform this contract.
2. **QUANTITIES:** The quantities given are intended only as a guide. The Board does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the quantities shown and the successful Contractor shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the contract period.
3. **VISITATION OF SITE:** It is highly recommended that each bidder should visit the site prior to submitting a proposal, so as to observe all existing conditions which affect the proposed work and to obtain precise dimensions. No allowance will be made to the vendor, at a later date, for work required because of failure to visit the site and be aware of all conditions affecting the project. Interested Contractors should contact the Project Manager for further information concerning this Supplementary condition.
4. **PROJECT MANAGER:** The bidder may contact Mrs. Marie Ash, Buyer I (410-677-4503) to discuss these specifications prior to making a proposal.
5. **BONDING REQUIREMENTS:** Bond Requirements are no bonds required for this contract.
6. **BIDDING DOCUMENTS:** The Bidding Documents consist of the following:
 - a. 00030 – Notice to Bidders
 - b. 00090 – Instruction to Bidders
 - c. 00100 – General Conditions
 - d. 00110 – Supplementary Conditions
 - e. 00300 – Form of Proposal and Pricing Sheet(s)
 - f. 00310 – Bid/Proposal Affidavit
 - g. 01000 – Specifications
7. **MINORITY BUSINESS ENTERPRISE:** Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.
8. **METHOD OF PROPOSAL:**
 - a. Proposals shall be NET of all delivery costs and taxes.
 - b. Prices quoted shall not include Federal Excise or State Sales and Use taxes, or any other taxes from which the Board is exempt. Exemption certificates will be furnished upon request.
 - c. Proposals shall not be withdrawn or altered for a period of ninety (90) days after the opening thereof.
 - d. One copy of the Specifications is being furnished; only the signed Form of Proposal with documentation and appropriate attachments is to be returned as an offer.

SUPPLEMENTARY CONDITIONS

- e. Include any proposed contract forms with the Form of Proposal.
 - f. WCBOE reserves the right to modify these forms to comply with these contract terms and conditions to create an acceptable contract form.
9. UTILITIES: It is intended that your offer represent the total and complete cost of furnishing, delivering and installing the specified item(s). Whereas the Board accepts the responsibility for providing the necessary utilities to the location of installation, it is the Board's understanding that there will be no additional expenses incurred by the Board for the furnishing, delivering and installing of this item to "ready-to-operate" conditions. "Ready-to-operate" is meant to include all appropriate training and technical support.
10. BASIS OF AWARDING: The Board reserves the right to reject any or all offers and waive formalities, informalities and technicalities in any offer. In awarding the contract, consideration will be given to any previous performance for the Board as to the quality of service and merchandise and with regard to supplier's ability to perform, should he be awarded the contract. The Board reserves the right to accept that offer which, in its judgment, best serves the interests of the Board, without regard to the same being the highest commission rate offer.
11. PERIOD OF CONTRACT:
- a. OPTION 1: The contract period shall be for five (5) years beginning July 1, 2009 and remaining in full force and effect until June 30, 2014, unless terminated by the Board. The Board reserves the right to terminate this agreement without cause after thirty (30) days' written notice.
 - b. OPTION 2: The contract period shall be for seven (7) years beginning July 1, 2009 and remaining in full force and effect until June 30, 2016, unless terminated by the Board. The Board reserves the right to terminate this agreement without cause after thirty (30) days' written notice.
12. SALES PRICE ADJUSTMENT AND COMMISSION RATE:
- a. All selling prices and commission rates quoted are expected to remain firm during the term of the contract; however, in the event of a cost change related to raw materials or labor. Selling prices and commission rates may be subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiated adjustments will be considered only upon written request, documented with cost data and supplier invoices, and filed with the Purchasing Department thirty (30) days prior to the requested price adjustment.
 - b. Any selling price or commission rate adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.
 - c. In no case will a price adjustment be considered during the first year of the contract.
13. TERMINATION:
- a. Breach: Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, WCBOE shall have the right to immediately terminate the contract.

SUPPLEMENTARY CONDITIONS

Such termination shall not relieve Contractor of any liability to WCBOE for damages sustained by virtue of any breach by Contractor.

- b. Funding: Should funding for this contract be discontinued, WCBOE shall have the right to terminate the contract immediately upon written notice to Contractor.
- c. Notice: WCBOE may terminate this contract at any time upon thirty (30) days written notice to Contractor.

14. BIDDER QUALIFICATIONS AND REFERENCES:

- a. Bidder must be a licensed contractor of the class required by Maryland Statutes for executing the work being bid. Bidder must have at least three (3) years of successful contracting experience in the type of work involved in this project, and must have successfully performed work similar in scope to the work proposed in this project.
- b. Evidence of Bidder's qualifications and at least three (3) references shall be submitted with the Form of Proposal. Failure to include this information may result in the bid being declared non-responsive.
- c. All vendors' dispatching office shall be within a 75 mile radius of the Wicomico County Board of Education offices.

END SUPPLEMENTARY CONDITIONS

FORM OF PROPOSAL

Board of Education of Wicomico County
P O Box 1538
Salisbury, MD 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing, delivering and installation of Full Service Beverage Vending Services to the Wicomico County Board of Education.

Addendum 1 Dated _____
Addendum 3 Dated _____
Addendum 5 Dated _____

Addendum 2 Dated _____
Addendum 4 Dated _____
Addendum 6 Dated _____

We agree to furnish and deliver those items for which our bid is accepted, in compliance with the terms conditions, and specifications contained therein, at the prices set opposite each item on the attached proposal sheets.

This offer is binding and cannot be withdrawn until July 15, 2009.

Company

Address

Date

Signature of Official

Telephone Number

(Printed) Name of Official

Fax Number

Title of Official

E-Mail

Taxpayer I.D. Number

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE FORM OF PROPOSAL:

- PRICING SHEET
- BID/PROPOSAL AFFIDAVIT
- Business License
- References
- Product List

PRICING SHEET

- Year 1 through end of contract “Non-exclusive Pouring Rights” payment.
 - (Please indicate the exact dollar amount and the date payment will be received.)
- Commission rate by Product Category.
 - (Please list all items included in each Product Category.)
- Any additional special programs available and being offered as part of the contract.
- Any additional information which will help the evaluation committee in the evaluation your proposal.
- Please make every effort to make your response to this RFP clear and concise.
- Please clearly indicate five (5) years and seven (7) years proposals.

BID/PROPOSAL AFFIDAVIT

A. (ANTI-BRIBERY AFFIRMATION). I HEREBY CERTIFY THAT

1. I am the (title) _____ and the duly authorized representative of the firm of _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph (3) below, neither I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi- county, or multi-county agency or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any State or Federal Government.
3. State "none" or, as appropriate, list any conviction, plea or admission described in paragraph (2) above, with the date; court, official or administrative body, and the sentence or disposition, if any:

4. I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer, and may be furnished to the Board of Public Works and the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this Affidavit in compliance with Section 16-201 through 16-208 of the State Finance Procurement Article of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

B. (NON-COLLUSION AFFIRMATION). I HEREBY FURTHER AFFIRM THAT neither I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent has:

1. Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
2. In any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

C. (PROCUREMENT AFFIRMATION). I HEREBY FURTHER AFFIRM THAT

1. Neither the above business nor, to the best of my knowledge, information and belief, any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business has in the past five (5) years:
 - a. been convicted under State or Federal statute of a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - b. been found civilly liable under State or Federal anti-trust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - c. been convicted of any violation of a State or Federal anti-trust statute;
 - d. been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USC 1961 ET SEQ.;
 - e. the Mail Fraud Act, 18 USC 1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - f. been criminally convicted of conspiring to commit any act or omission that would constitute grounds for conviction or liability under any statute described in sub-section (1) a., b., c., d., or e. above; or g. admitted in writing or under oath during the course of an official investigation or other proceeding acts or omissions that

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would constitute grounds for conviction or liability under any statute described above. Also the undersigned vendor was not founded or established or is not operated in a manner designed to evade the application or defeat the purpose of the Debarment Regulations, COMAR 21.08; is not currently suspended or debarred pursuant to COMAR 21.08 or by the action of any other public entity; and is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business.

2. a. If the affirmation described in subsection (1) cannot be given, and debarment proceedings have not been instituted against the business pursuant to COMAR 21.08, indicate the reasons why the affirmation cannot be given, including any conviction or admission described in subsection (1) above, with the date, court and sentence or disposition, if any; the name(s) if the person(s) involved, and their current positions and responsibilities with the business; the activity specified in COMAR 21.08 in which each person was involved; and the details of the person's participation in the activity, including the name(s) of an entity involved and the person's positions and responsibilities with the entity. (Attach additional sheets as necessary.)
-

- b. If the affirmation described in subsection (1) cannot be given, and debarment proceedings have been instituted against the business pursuant to COMAR 21.08, indicate the status of such proceedings.
-

D. (FINANCIAL DISCLOSURE AFFIRMATION). I FURTHER DECLARE AND AFFIRM THAT I am aware of and that the above firm will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

E. (POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION). I FURTHER DECLARE AND AFFIRM THAT I am aware of and that the above firm will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall on or before February 1 of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

F. (DRUG AND ALCOHOL FREE WORKPLACE). I FURTHER DECLARE AND AFFIRM as follows:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the vendor, if other than an individual, certifies and agrees that, with respect to it employees to be employed under a contract resulting from this solicitation, the vendor shall:
 - a. maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - b. publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of drugs, and the abuse of drugs or alcohol is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - c. prohibit its Employees from working under the influence of drugs or alcohol;
 - d. not hire or assign to work on the contract anyone whom the vendor knows, or in the exercise of due diligence should know currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - e. promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the vendor has observed the violation or otherwise has reliable information that a violation has occurred;
 - f. establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) the dangers of drug and alcohol abuse in the workplace,
 - (ii) the vendor's policy of maintaining a drug and alcohol free workplace,
 - (iii) any available drug and alcohol counseling, rehabilitation, and employee assistance programs, and

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- (iv) the penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - g. provide all employees engaged in the performance of the contract with a copy of the statement required by F.2.b., above;
 - h. notify its employees in the statement required by F.(2)b. above, that as a condition of continued employment on the contract, the employee shall:
 - (i) abide by the terms of the statement, and
 - (ii) notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - i. notify the procurement officer within 10 days after receiving notice under F.(2)h.(ii) above, or otherwise receiving actual notice of a conviction;
 - j. within 30 days after receiving notice under F.(2)h.(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) take appropriate personnel action against an employee, up to and including termination, or
 - (ii) require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - k. make a good faith effort to maintain a drug and alcohol free workplace through implementation of F.2.a. - j. above.
3. If the vendor is an individual, the individual shall certify and agree, as set forth in F.(4) below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- a. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - b. The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 OR 21.07.03.15, as applicable; and
 - c. The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in the vendor's suspension and debarment under COMAR 21.08.06.

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of:

- a. the State of Maryland;
- b. counties or other subdivisions of the State of Maryland;
- c. other states; and
- d. the Federal Government.

I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above firm in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

(Date)

(Affiant)

SPECIFICATIONS

SECTION 1: FULL SERVICE VENDING FOR CARBONATED BEVERAGES, JUICE PRODUCTS AND SPORTS DRINKS:

1. SERVICE TO BE PROVIDED:

- a. As a minimum, service to the machines will be required five days per week, except on holidays observed by the building occupants, and approximately at the following hours: service at other times on agreement between the Board and the Contractor: From 7 a.m. to 5 p.m. Monday through Friday.
- b. The Contractor shall provide each machine location with a toll-free telephone number of its service department and have a nameplate or other similar devices with the name and telephone number of the service department or person responsible for service affixed in a conspicuous place on every machine.
- c. The Contractor shall provide full service maintenance for all vending machines supplied under this agreement and shall respond to all calls for service and either restore to service or identify the cause of any malfunction within eight (8) operating hours of notification.
- d. In the event a machine cannot be returned to full service within seventy-two (72) hours of notification of needed repair, the Contractor shall replace the machine with a comparable machine of like quality.
- e. When vending machines fail to function properly, it may become necessary to make refunds. The Contractor agrees to establish a refund bank and to provide a method of administering that bank which is acceptable to the Board.
- f. The Contractor agrees to meet with the Board representatives when requested for the purpose of discussing adjustments in operation and to cooperate at all times so as to maintain maximum efficiency of the food and/or beverage operations and good relations with the students, the faculty, and the staff of the Board.

2. DEFINITIONS:

- a. The term "Contractor" used herein shall include his duly appointed successor or his authorized representative.
- b. The term "vending" as used herein shall include all coin operated beverage machines as normally found in such an operation EXCEPT Milk Vending Machines operated by WCBOE Food Service.

3. LOCATION:

- a. All vending machines shall be located throughout the county as specified herein by the Board. A listing of the equipment and locations for beverage machines is noted in Exhibit I. The Board shall retain the right to increase, decrease, relocate or change the site due to the changing space requirements of the Board.
- b. Any additional vending machine locations may be approved by the building administrator.
- c. The Procurement Manager must sign all vending service agreements.
- d. Other WCBOE employees ARE NOT authorized to sign vending services agreements.

4. PRODUCT QUALITY:

- a. All beverages must be wholesome and free of spoilage. When dispensed, beverages must be attractive in appearance and at the correct temperature. All beverages are to be dispensed in plastic bottles.

SPECIFICATIONS

- b. The Contractor shall accept the condition that all items to be vended will be of the quality, portion size, and price as accepted by the Board.

5. ESTABLISHMENT AND ADJUSTMENT OF SELLING PRICES:

- a. The selling prices of all beverages sold through the vending machines shall be subject to the approval of the Procurement Manager.
- b. Any adjustments in selling prices shall be subject to the approval of the Procurement Manager.
- c. Any adjustments in selling prices shall be requested and justified, in writing, by the Contractor and must be reviewed and approved by the Procurement Manager.
- d. The Procurement Manager may modify the commission rate when reviewing selling price adjustments.
- e. All changes to commission rates or selling prices shall be approved by both parties.

6. GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

- a. The Contractor shall maintain and operate the equipment and services included in the Contract in a courteous, efficient, and orderly manner at all machine locations and comply with all health laws; sanitary laws, federal, state, and local regulations.
- b. The Contractor shall obtain all required licenses and permits, pay all required fees and taxes, and any other charges.
- c. The Contractor shall conduct his operations without undue interference with the general building operations.
- d. The Contractor shall use reasonable care in the use of all assigned space, and upon termination of the Contract, shall yield such space in good condition. Any damage or destruction beyond the Contractor's control but due to the fault or the negligence of the Contractor must be reported immediately to the Contract administrator.
- e. The Contractor shall keep the area around the vending machines in a clean and orderly fashion.
- f. The removal of all trash, i.e. boxes and debris, is the responsibility of the contractor.
- g. The Contractor, at his own expense, shall perform all services required including installing, maintaining, cleaning, and stocking of all vending machines to a satisfactory level.
- h. Vending machines installed under this Contract shall be new, or like new, as accepted by the Board and be of the latest state-of-the-art design and construction. All machines should be of matching height and color. All machines must accept both coins and dollar bills.
- i. The Contractor shall agree to add, remove, and/or change machines in each existing or future location as the business increases or decreases.
- j. All additions, removals, and/or changes must be approved by the Procurement Manager. These additions, removals, and/or changes will not in any way affect the other terms and provisions of the Contract.
- k. The Contractor shall furnish either vending machines equipped with tamper-proof meters which will record the cumulative total of all sales or an acceptable substitute providing adequate accounting controls. If meters are used, they shall, therefore, become a part of each Contractor's accounting and control system and internal procedures must be established. The Contractor will furnish vending machines with modern jam-free coin changers which will help to eliminate repeated service calls and the loss of future sales.
- l. The Contractor shall keep all vending machines in proper mechanical and electrical working condition. The Contractor shall have access to the installation areas at all reasonable times during normal operating hours to service and maintain the machines properly. All machines are to be installed and operable by July 25, 2009. Installation can commence upon award. (NOTE: At least one machine per location must be installed by July 10, 2009.)

SPECIFICATIONS

- m. The Contractor shall employ, at his own expense, sufficient personnel to insure sanitary and satisfactory operation. All employees shall be sober, conscientious, competent, neat, and courteous. All personnel for agents of the Contractor must observe all regulations in effect at the school location regarding vehicle speed limits, parking, and restricted areas. All service personnel of the Contractor shall be attired in uniforms at all times. The Contractor shall observe all applicable federal, state, and local laws relating to employment. The Board may, in writing, require the Contractor to remove from work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work site is deemed by the Board to be contrary to the public interest.

7. GENERAL RESPONSIBILITIES OF THE BOARD:

- a. The Board shall provide and pay for utility services.
- b. The Board shall take such action as may be necessary for the protection of said vending machines, but shall not be liable to the Contractor for any pilferage or destruction of said machines.
- c. The Board shall provide extermination services.
- d. The Board shall appoint an administrator to assist the Contractor through the Contract period. This administrator will be responsible for Contract compliance, financial verification, disputes, and Contract amendments. Contract administrator will conduct routine inspections with the Contractor as it applies to the conditions of this Contract.

8. FINANCIAL TERMS AND CONDITIONS:

- a. The Contractor shall issue checks for each vending machine as directed by the WCBOE. WCBOE may require the contractor to issue more than one commission check per location.
- b. The Contractor shall pay to each school location, no later than the fifteenth (15th) day of each calendar month, beginning with the second month of operation, the commission for the preceding calendar month when the commission check exceeds \$50.
- c. Payments shall be made by postal money order, certified check, or company check.
- d. All checks shall be made payable to the school and sent to the school location per the address attached (Exhibit III). No later than the fifteenth (15th) day of each calendar month, beginning with the second month of operation, a delivery report by product for each machine will be sent to the Contract Administrator at the Board. The report will indicate volume of products sold per machine, meter reading, and commissions paid.
- e. A copy of all reports will be sent to the Purchasing Department monthly.
- f. In addition, the Contractor shall maintain required accounting books and records in connection with all operations under this Contract as proposed to and accepted by the Board.
- g. The Contractor shall take all necessary precautions to assure that all income is immediately recorded through vending machine meters (if applicable). The Contractor shall permit the Contract administrator of the Board to read the meters upon demand. After each reading, the meters shall be reset and sealed in the presence of the Contract administrator and shall remain sealed until reviewed again by the Contract administrator. In the event of mechanical failure of any meter, the Contract administrator of the Board shall be notified immediately and the meter must either be repaired or replaced within seventy-two (72) hours.

SPECIFICATIONS

- h. The Contractor shall establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are being maintained. The Board reserves the right to have a Board representative audit the Contractor's books and records and obtain its desired information pertaining to the Contract. The Contractor shall furnish such data as the Board may require from time to time with respect to commissions and other income derived from operations under the Contract. (The records arising from the operation of this Contract shall be retained by the Contractor for a period of three (3) years following its termination or expiration date.)
- i. Without additional expense to the Board, the Contractor shall be liable for all applicable Federal, State and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for all permits and licenses.

9. RESTRICTIONS: The following restrictions shall apply to operations conducted under this Contract:

- a. Sales shall not be made on any basis other than for cash.
- b. The Contractor shall not advertise the vending machine operation by means of signs, by insertions in newspapers or periodicals, or otherwise unless approved by the Board.
- c. Unless otherwise provided, the Contractor shall not install or operate any vending machine under this Contract other than in those areas specified without the prior written approval of the Board.
- d. No vending machine may be operating during the Food Service hours of operation without the approval of the Supervisor of Food Services.

10. TERMINATION OF CONTRACT:

- a. In the event the Contractor defaults or fails to observe the provisions of this Contract and the agreements contained herein, at the option of the Board, the Contractor's rights under the Contract and the occupancy of the Board's premises shall thereupon end, and the Board, at its election, may terminate the Contract, re-enter and re-occupy premises held by the Contractor, without demand or notice, any notice to which the Contractor would otherwise be entitled hereby expressly waived.
- b. The Contractor shall be responsible for all losses and damages to the Board resulting from his default or failure, but may remove or dispose of his equipment and property, subject to any Board liens on such equipment and property, to satisfy any claims against the Contractor which are not satisfied by his surety.
- c. Termination for Convenience. The Board may terminate this Contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The Board shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
- d. Termination for Default. Failure on the part of Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.
- e. At the time of termination of this Contract, or extensions thereof, all Board-owned facilities shall be returned to the Board in good condition, ordinary wear and tear excepted.

11. NOTICES: Any notice hereunder shall be deemed to have been sufficiently given when:

- a. if given by the Board to the Contractor, it shall be sent by registered or certified mail addressed to the Contractor at the business address shown on the proposal;
- b. if given by the Contractor to the Board, it shall be sent by registered or certified mail and addressed to the Board of Education of Wicomico County, 101 Long Avenue, P O Box 1538, Salisbury, MD 21802-1538, Attention: Procurement Manager.

SPECIFICATIONS

12. ASSIGNMENT: The Contract may not be assigned, sub-contracted, or transferred, in whole or in part, without the written consent of the Board.
13. All contacts between the parties shall be in accordance with the following list of authorities:
 - a. Principal of School Site :
 - i. Location/site of machines at each school location
 - ii. Selection of products from approved lists
 - b. Contact administrator:
 - i. Additions/deletions/changes in pricing and/or portion sizes
 - ii. Additions/deletions/changes in product list
 - iii. Additions/deletions/changes in machine list (Exhibit I)
 - iv. All other contact provisions requiring Procurement Manager or Board approval.
14. UNILATERAL RIGHT TO ORDER TEMPORARY STOPS: The Contract administrator may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more the following:
 - a. Description of services to be performed
 - b. Time of performance (i.e. hours of the day, days of the week, etc.)
 - c. Place of performance of the services
 - d. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contract administrator.

SECTION II: FOOD SERVICE BEVERAGES AND OTHER NON-VENDING SALES

1. SERVICES TO BE PROVIDED: Contractor shall provide the WCBOE Food Service operation with beverage products to be sold "a-la-carte".

PRODUCTS:

a. PLASTIC BOTTLES:

- i. These may be the same products offered in the vending machines in the cafeteria.
- ii. The selling price shall be the same as the vending machine.
- iii. Food Service's "Gross Profit" shall be the same as the full service vending commission rate or greater.
- iv. Contractor shall provide refrigerated dispensing equipment at no charge to WCBOE.
- v. WCBOE may either utilize the dispensing equipment for "point-of-sale" or "bulk storage".

b. SYRUP:

- i. These may be the same products offered in the vending machines in the cafeteria.
- ii. The selling price shall be determined by the Food Service Supervisor.
- iii. Contractor shall provide refrigerated dispensing equipment at no charge to WCBOE.

SPECIFICATIONS

2. NON-COMPETITIVE PRODUCTS: WCBOE reserves the right to define non-competitive products. The following are not Competitive Products:
 - Milk
 - 4 oz juice products which are part of the School Lunch Program
 - Any beverage whose pricing is non-competitive as determined by the Procurement Manager.

SECTION III - EXCLUSIVE BEVERAGE VENDING AND POURING RIGHTS:

1. Schools and WCBOE Food Service Program will only utilize vending machines and sell products under this contract except as noted in this RFP.
2. This agreement does not include organizations which rent WCBOE facilities.
3. This agreement does not include non-Board organizations such as School Clubs, School Organizations, PTA, Band Booster, etc. unless the school accepts a proposal that is part of the response to this RFP.
4. The schools shall have until October 1, 2009 to accept an offer of exclusive pouring rights from the successful vendor.

END OF SECTION

SERVICE LOCATIONS

	SODA	JUICE/ WATER/TEA	SPORTS DRINKS	TOTAL
ELEMENTARY SCHOOLS				
Beaver Run	1	0	0	1
Chipman	1	0	0	1
Delmar	1	1	0	2
WELC	1	0	0	1
East Salisbury	1	0	0	1
Fruitland Intermediate	1	0	0	1
Fruitland Primary	1	1	0	2
Glen Avenue	1	0	0	1
North Salisbury	2	0	0	2
Northwestern	1	0	0	1
Pemberton	1	1	0	2
Pinehurst	1	1	0	2
Prince Street	1	0	0	1
West Salisbury	1	0	0	1
Westside Intermediate	1	0	0	1
Westside Primary	1	0	0	1
Willards	1	0	0	1
SECONDARY SCHOOLS				
Bennett Middle	4	1	1	6
JM Bennett High	3	2	1	6
Mardela Middle & High	3	0	0	3
Parkside High	1	2	1	4
Pittsville Elem & Middle	1	0	1	2
Salisbury Middle	4	2	1	7
Choices	2	0	0	2
Wicomico High	4	3	1	8
Wicomico Middle	1	0	0	1
FOOD SERVICE				
Bennett Middle	0	2	1	3
JM Bennett High	0	3	1	4
Mardela Middle & High	0	3	0	3
Parkside High	0	2	1	3
Pittsville Elem & Middle	0	2	0	2
Salisbury Middle	0	1	1	2
Wicomico High	0	0	4	4
Wicomico Middle	0	1	1	2
ADMINISTRATIVE AREAS				
Annex 1	1	0	0	1
Annex 2	1	0	0	1
Central Office	1	1	0	2
Transportation/Food	1	0	0	1
Facilities	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>47</u>	<u>29</u>	<u>15</u>	<u>91</u>

PRODUCT CATEGORIES

CARBONATED BEVERAGES (SODA)

MINIMUM SIZE	SELLING PRICE (*)
20 oz.	\$1.25

Includes all 20 oz. carbonated beverage products. Provide current product list.

WATER -(NON-FLAVORED AND FLAVORED)

MINIMUM SIZE	SELLING PRICE (*)
20 oz.	\$1.25

TEAS

MINIMUM SIZE	SELLING PRICE (*)
20 oz.	\$1.25

JUICE CONTAINING BEVERAGES:

MINIMUM SIZE	SELLING PRICE (*)
16 oz.	\$1.25

SPORTS DRINKS

MINIMUM SIZE	SELLING PRICE (*)
20 oz.	\$1.25