

LEXINGTON CITY SCHOOLS

THRIVE IN THE HIVE

REQUEST FOR PROPOSAL
RFP# 264-2025-001 LCS



NOTICE IS HEREBY GIVEN that Lexington City Schools (LCS) invites qualified suppliers to submit proposals for:

BOTTLED BEVERAGE VENDING SERVICES

This document constitutes Lexington City Schools (hereafter called the “District”) Request for Proposals (“RFP”) soliciting proposals from qualified individuals, firms, or organizations to provide the items, goods, supplies and products as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE PRODUCTS DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 3:00 P.M. APRIL 30, 2025. PROPOSALS SUBMITTED AFTER THAT TIME AND DATE WILL BE REJECTED.

ALL PROPOSALS WILL BE SUBMITTED TO THE FOLLOWING ADDRESS:

Lexington City Schools
Attn: Lisa Jones
1010 Fair Street
Lexington, NC 27292

All inquiries for information regarding preparation and submission requirements of this proposal shall be in writing and directed to:

Executive Director of Finance
ljones@lexcs.org
Lisa Jones
1010 Fair Street
Lexington, NC 27292

All other communication and questions regarding this RFP must be directed to the above person. No other contact with any member of the Board of Education, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or influence any such person may result in rejection or disqualification of proposal.

All responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Oral responses will be considered unauthorized and non-binding to the District.

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NOTICE TO BIDDERS

Sealed proposals are subject to the conditions made a part hereof, will be received at: **1010 Fair St. Lexington, NC 27292** until 3:00 pm (ET) April 30, 2025. Proposals shall be clearly marked with the Lexington City Schools' Proposal name and number submitted by the deadline identified above. Late Proposals and Proposals submitted via fax or email will not be accepted.

PROPOSAL PREPARATION AND SUBMISSION

Proposals entitled for consideration must be made to Lexington City Schools in accordance with the following:

1. Proposals must be printed in a font no smaller than 11 point on 8 ½" x 11" paper.
2. Proposals, along with all required documents, must be submitted in the manner described herein.
3. By responding to the RFP, the proposer certifies that it has not communicated with any employee or member of the District in a manner that might provide the proposer an advantage over any other proposer. A violation of the foregoing is cause for rejection of that particular Proposal without further consideration.
4. By submitting a Proposal, proposer certifies that he/she understands, agrees with, and will abide by, the terms and conditions set forth in this RFP.
5. All costs incurred by the proposer in the preparation of a Proposal responding to this RFP are the responsibility of the proposer and will not be reimbursed by the District.

Proposals are not to contain confidential/proprietary information. Lexington City Schools is subject to North Carolina Public Records statutes. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the proposer and not be considered for award.

Provide at least three (3) references with contact information where you provided similar beverage services. At least one of the references should be of comparable size to the number of machines to be provided. Copies of the RFP may be obtained from the Lexington City Schools website by clicking the following link: <https://www.lexcs.org/page/bids> or visiting our website at www.lexcs.org.

PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation

CONTRACT TERMS

Effective July 1, 2025

Conditions: Five (5) year term with two (2) one year optional extensions.

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ACCEPTANCE AND REJECTION

Lexington City Schools reserves the right to accept or reject any or all proposals presented, and the right to waive any informalities or irregularities it deems is in the best interest of the District.

Proposals will be accepted at the above stated time and place; however, no commitment will be made at that time. All proposals will be evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Bidders must comply with the instructions contained in the proposal package.

If the contractor cannot meet any of the specifications, expectations or services in the RFP, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are noted, Lexington City Schools will assume full capabilities and agreement to expectations.

CONTRACT

The Board of Education must formally approve the award of any contract(s). The successful Proposer will be required to enter into a written contract with the District which will include, but is not limited to, the Products and services described herein and the contract provisions included herein.

DELIVERY

The delivery and installation of the product and associated equipment must be during the month of June 2025 . The equipment must be delivered to the identified sites at the contractor's expense. The representative will remove all boxes and other debris as a result of installation. The representative will be responsible for leaving the area clean and ready for use.

INSURANCE

The successful Proposer will be required to provide the following types of insurance with the described limits:

- Comprehensive General Liability (Including Contractual Liability)
 - \$1,000,000 per person per occurrence
 - \$1,000,000 property damage per occurrence
 - \$1,000,000 aggregate all claims per occurrence
- Worker's Compensation -as required by law
- Employer's Liability -\$1,000,000 per occurrence
- Automotive Liability -\$1,000,000 per occurrence

FINANCING

LCS will not accept 3rd party leasing.

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OVERALL SCOPE OF PROGRAM

Lexington City Schools seeks to contract with a qualified vendor to meet its bottled beverage vending needs in accordance with this RFP. The successful bidder will have exclusive full-service vending ('FSV') rights. For the purpose of this RFP, one hundred percent exclusive rights only refer to full-service vending machines.

TASKS/DELIVERABLES

The Vendor shall be required to provide Bottled Beverage Vending Service that:

1. Supply as appropriate new or like new equipment.
2. Supplies a variety of beverage products to meet the needs of the population.
3. Machines must be serviced at a minimum of 1 time/month (More often based on service calls, expiration dates of products, and amount of product in machine.)
4. Provides properly trained labor to perform functions of loading, investigating complaints of machine or credit/debit card reader malfunction, and technical repair.
5. Mixture of carbonated and non-carbonated cold beverages. Exact mixture may vary per location and change throughout the year to meet customer requests and sales volume.
6. Be labeled according to federal labeling laws and guidelines.
7. All products to be nationally recognized brands with some allowance for regional favorites.
8. All products will be removed from vending machines no later than the date that its freshness dating expires. All products will be considered past-date and un-saleable according to the manufacturer's freshness date stamped on the package.
9. All products provided will be in guidance with the USDA Smart Snacks in Schools Guidelines.
<https://fns-prod.azureedge.us/sites/default/files/resource-files/smartsnacks.pdf>
10. The Vendor shall permit NO alcoholic or intoxicating beverages to be sold, dispensed, or otherwise used at any LCS location.

Supplier shall, at its expense, furnish vending machines throughout the Term of the Contract. The machines will be new, attractive, sanitary, safe, and reliable vending equipment of a type approved by the National Automatic Merchandising Association or a recognized State or local health department or testing laboratory. Machines shall include vending miser or equivalent energy saving technology or better. Machines shall adhere to all ADA standards. LCS shall have final approval authority for the placement of any new machines or the removal of any machines from a pre-approved location prior to any action by the Vendor.

PAYMENTS

The Vendor shall pay LCS, on a monthly or accounting period basis, any proposed fixed minimum payment or specified percentage of net sales (gross less sales tax), whichever is greater, from all retail and vendor operations. Sales from each type of retail operation shall be reported both separately and in combined form for each accounting period. The Vendor will operate on its own credit and provide its own cash banks/reserves, with no advance payments from LCS.

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BILLING

Vendors are cautioned that the products must be furnished at the prices, costs, and/or rates submitted and proposed unless otherwise stated. Annual price adjustments will be accepted but must be in alignment with pricing for this channel of business after clear communication with each building contact and acknowledgement from the Executive Director of Finance. In no event shall the total increase in price for any goods under the agreement exceed 15% during the initial term of a five-year agreement.

Proposal price shall constitute the total cost to LCS for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees.

EMERGENCY REPAIR SERVICE

Vendor shall provide emergency repair service to the equipment within twelve (12) hours of notification 7 days a week, 365 days a year. Examples of an emergency repair include leakage, loud or disturbing noises, infestation, vandalism, or other repairs deemed urgent by LCS. Supplier shall provide a standard of 24 (twenty-four) hour repair service, Monday – Friday, and shall provide contact information including phone number for emergency service. If repairs cannot be resolved in 24 hours, the Vendor shall establish a manner in which to communicate the status of repairs to the Contract Administrator until the repair is completed. The Vendor shall provide the Contract Administrator with a monthly report of all service calls and the status and time the calls were opened and closed. Vendors must establish a preventative maintenance (“PM”) schedule for technical check ups throughout the Academic Year and provide the Contract Administrator a detailed quarterly report of this progress. Vendors should establish a recurring inspection and PM program to ensure machines remain in sound operating condition. All machines shall display instructions for reporting malfunctions and errors in addition to requests for refunds in some form. It is up to the Vendor to decide the most efficient method possible for customer feedback and reporting errors. The Vendor, in cooperation with LCS, shall make reasonable arrangements for handling customer refunds with agreement to reimburse the LCS for amounts paid out due to empty, jammed, or otherwise inoperable machines.

REPORTING

During the term of this Agreement, Contractor shall report to, and confer with the District’s Executive Director of Finance and/ or her designee on a regular basis, and as may be reasonably requested, concerning the Products provided by Contractor and issues related to the products. Contractor also agrees to meet and confer with other District Administrators, officers and employees as directed, or as may be necessary or appropriate.

LICENSES AND PERMITS

Contractor shall obtain at Contractor’s expense all licenses and permits necessary to provide the Products.

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ENTITY INFORMATION

Lexington City Schools is a public K-12 school district located in Davidson County, North Carolina with approximately 3,600 students and staff members and seven (7) physical locations:

Central Office -000 1010 Fair St. Lexington, NC 27292	Charles England Elementary- 308 111 Cornelia St. Lexington, NC 27292	Lexington Middle School- 332 100 W. Hempstead St. Lexington, NC 27292
Pickett Elementary- 340 200 Biesecker Rd. Lexington, NC 27295	Lexington Senior High School- 336 26 Penry St. Lexington, NC 27292	Southwest Elementary School-352 434 Central Ave. Lexington, NC 27292
South Lexington School- 348 1000 Cotton Grove Rd. Lexington, NC 27292		

CONDITIONS

The resulting contract(s) will be subject to the availability for funding and shall be terminated immediately if for any reason the funding budgeted to satisfy this RFP and/or Agreement is withdrawn, limited, or impaired.

District retains flexibility of adding or removing equipment anytime during the contract term without any additional costs (ie. delivery, installation and/or training) other than the contracted cost. Any additional equipment added to the contract would also terminate on the same date as the original contract. The contractor will not increase the agreed upon rate during the term of the contract.

WARRANTY

Contractor warrants that all Products covered by this agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, or good material and workmanship and free from defects. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or by payment for them.

NO PARTICIPATION

The successful Proposer will not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or Products to be provided, as contemplated by this RFP.

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INSURANCE

Contractor must maintain occurrence-based insurance including comprehensive general liability, and if applicable Worker's Compensation and Employer's Liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of North Carolina. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employer's Liability, with respect to the liability arising out of the performance of Contractor's Product under this agreement. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Products. All such insurance shall provide for notice of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, cost and expense of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party hereto) which may be suffered by incurred by or threatened against the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's Products actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

GOVERNING LAW-JURISDICTION

This agreement shall be governed, construed and interpreted under North Carolina law, and shall be deemed to be executed and performed in the County of Davidson, North Carolina. Any legal action arising out of, or relating to this agreement shall be governed by the laws of the State of North Carolina, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of Davison, North Carolina.

INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the providing of the Products, and in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of Contractor's products, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligations or responsibility, nor make any warrants for or on behalf of the District or to attempt to bind the District.

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