



## Vending Services Agreement

This Vending Services Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ year

between \_\_\_\_\_ (hereinafter referred to as "The Contractor") located at \_\_\_\_\_

*Vendor Business Name*

and Leon County School Board (hereinafter referred to as "LCSB")

\_\_\_\_\_ *Vendor Business Address*

located at 2757 W. Pensacola St., Tallahassee, Florida 32304, for the provision of vending services at

\_\_\_\_\_ located at \_\_\_\_\_.

*School / Site Name*

*School / Site Location*

**1. CONTRACTOR RESPONSIBILITIES:** The Contractor agrees to supply \_\_\_\_\_ *School/Site*

with \_\_\_\_\_ beverage/snack vending machine(s):

The Agreement includes the following type of vending machines and their specific locations:

Vending Machine Type	Location
_____	_____
_____	_____
_____	_____
_____	_____

- a. The Contractor agrees to notify the site at least five (5) working days in advance of any name, ownership, or address change and/or closing of business.
- b. The Contractor will provide "Full Service Only" vending machines and will be solely responsible for stocking, servicing and maintaining the equipment.
- c. The Contractor will service and maintain the beverage/snack vending machine(s) to the highest standard at all times. This service will include:
  - 1. Replenishing the beverage/snack vending machine(s) with consumables regularly
  - 2. Keeping the beverage/snack vending machine(s) in a presentable manner at all times
  - 3. Providing LCSB with contact details for service / maintenance calls if required
  - 4. Paying the commission fee
- d. It is mutually agreed that the beverage/snack vending machine(s) and its contents which include consumables and coins/cash/credit slips are the sole property of the Contractor at all times.
- e. The Contractor will be responsible for all federal, state, and local taxes, property, and license or otherwise.
- f. The Contractor agrees when stocking consumable products to adhere in all respects with the Leon County School Board Vending Machine Policy 8540, Wellness Policy 8510 and Sale of Competitive Food Policy 8550 as well as any State, Federal or other guidelines relevant to provision of vending services in public education environments.

- g. The Contractor agrees to pay LCSB a commission fee of \_\_\_\_\_ % of net profits on the 15<sup>th</sup> day of each month for net profits of the previous calendar month or as delineated and referenced in “Exhibit A”. The Contractor will provide a detailed report of all sales transactions and commission fees.
  - h. The Contractor has included and attached “Exhibit A” of this Agreement detailing all commission fees and any additional products or services that may be provided to LCSB during the duration of this Agreement.
- 2. **TERM:** The initial term of this Agreement shall be for one (1) year, with an option to renew for three (3) additional one-year terms.
- 3. **TERMINATION:** Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice to LCSB prior to the date that such termination is to be effective.

LCSB shall have the right at any and all times to terminate this Agreement, with or without cause, upon written notice of such termination provided not less than thirty (30) days prior to the date that such termination is to be effective, or with such lesser notice as LCSB may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to LCSB. In the event LCSB shall elect to terminate this contract without cause, LCSB shall compensate the Contractor for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Contractor agrees to abide and perform all provisions of this contract until the date of the termination specified in the written notice of termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination.
- 4. **INSURANCE:** Contractor shall ensure that the Vendor, at all times during the term of this Agreement, has secured comprehensive general liability insurance in an amount not less than \$1,000,000 with limits for bodily injury and property damage combined in the amount of \$200,000 per person, \$300,000 per occurrence, with a reputable and financially viable insurance carrier. ***LCSB shall be named as an additional insured on Contractor’s general liability policy.*** Such insurance shall not be cancelable except upon thirty (30) days written notice to LCSB. Contractor shall provide LCSB with a certificate evidencing such insurance coverage and agrees to notify LCSB immediately of any material change in any insurance policy required to be maintained by Contractor hereunder.
- 5. **INDEMNIFICATION:**

  - a. LCSB agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the scope of this contract and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes.
  - b. Contractor agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the scope of this contract and agrees to be liable for any damages resulting from said negligence.
- 6. **CRIMINAL BACKGROUND CHECKS: LEVEL II SCREENING REQUIREMENTS:** The Contractor must comply with all requirements of Board Policy 8475 by certifying that Contractor and Contractor staff have completed the mandatory background screenings as required by the referenced policy and obtained a Leon County School Board Vendor I.D. badge. The Contractor will bear the cost of acquiring the background screening required.

**Where:** Leon County School Board  
Safety & Security Department  
2757 W. Pensacola St.  
Tallahassee, Florida 32304

**Point of Contact:** Donald Kimbler @ 850-487-7293

7. **E-VERIFY:** Contractor must register with and use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

**8. AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT**

To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically.

- a. Keep and maintain public records required by LCSB to perform the service
- b. Upon request from LCSB’s custodian of public records, provide LCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to LCSB.
- d. Upon completion of the Agreement, transfer, at no cost to LCSB, all public records in possession of the Contractor or keep and maintain public records required by LCSB to perform the service. If Contractor transfers all public records to LCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCSB, upon request of LCSB’s custodian of public records, in a format that is compatible with the information technology systems of LCSB.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to LCSB.

**PUBLIC RECORDS NOTICE**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT [JERNIGANJ@LEONSCHOOLS.NET](mailto:JERNIGANJ@LEONSCHOOLS.NET), (850)487-7363, 520 SOUTH APPELYARD DRIVE, TALLAHASSEE, FLORIDA 32304**

9. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall be in Leon County, Florida.

**LCSB**

**CONTRACTOR**

\_\_\_\_\_  
*(Principal/Site Administrator Signature)*

\_\_\_\_\_  
*(Contact Name / Title Printed)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*(Signed by or on behalf of the Contractor)*

\_\_\_\_\_  
*(Contact Name Printed)*

\_\_\_\_\_  
*Date*

“Exhibit A” Attached                      0 YES    0 NO

\_\_\_\_\_  
*Director, Purchasing, Warehouse & Property Management*

COI Attached / On File in Purchasing    0 YES    0 NO