Bismarck Parks and Recreation District Facilities & Programs Division

DATE: October 7, 2026

TO: Commissioners Hanson, Herzog, Gilbertson, Redmann, and President Jeske; Executive Director Dave Leker

FROM: Mike Wald, Facilities and Programs Director

SUBJECT: Vending Machine Services Bid Recommendation

Bids were opened on October 1, 2026, for vending machine services for Bismarck Parks and Recreation District starting January 1, 2027. BPRD required a minimum bid of 15% of gross sales, after local and state taxes. Bid were received from two vendors:

- Sun Rise Markets, LLC (formerly Green Food 2 Go, Inc.): 18%
- Station 24/7 Vending: 22.5%

Staff recommend accepting the bid submitted by Station 24/7 Vending and the attached agreement.

Sample motion: I move to accept the bid provided by Station 24/7 Vending and the attached agreement.

Vending Machine Agreement between Bismarck Parks and Recreation District and Station 24/7 Vending

1. **Parties:** The parties to this agreement are Park District of the city of Bismarck, North Dakota, located at 400 E. Front Ave., Bismarck, ND 58504 (hereinafter "District") and Station 24/7 Vending located at 12000 15th St. NW, Bismarck, ND 58503 (hereinafter "Vending").

2. **Term:** The term of this agreement is from January 1, 2027, through December 31, 2029. Vending may request a two-year extension for years 2030 and 2031 by submitting a written request to the District's Executive Director by September 1, 2029.

3. **Locations:** District hereby agrees to allow exclusive placement of vending machines on the business premises at the following locations:

    a. BSC Aquatic and Wellness Center: 1601 Canary Avenue
    b. Capital Ice Complex: 1504 Wichita Drive
    c. Capital Racquet and Fitness Center: 3200 N. 10th Street
    d. Fore Seasons Center/Pebble Creek Golf Course: 2525 N. 19th Street
    e. VFW Sports Center: 1200 N. Washington Street (2 machines)
    f. Wachter Aquatic Complex: 205 E. Reno Avenue
    g. World War Memorial Building: 215 N. 6th Street
    h. Farwest Rotary Community Center: 1021 Mustang Drive
    i. Any additional locations will be mutually agreed to by both parties.

4. **Outlets:** All machines must utilize a ground-fault circuit interrupter (GFCI). All plugs shall be three pronged and property grounded. The use of extension cords to plug in machines is not allowed.

5. **Loss:** The District is not to be held responsible for any losses due to fire, theft, or vandalism.

6. **Servicing:** Vending agrees to service the machines at least once a week and to provide all maintenance and repairs as needed. Vending agrees to provide information on each machine on how to report malfunctions, product quality comments, and how to request refunds. This may be accomplished using a local telephone number.

7. **Current Locations:** For the machines that are currently in place at the above locations, Vending will maintain them in good, clean working condition.

8. **Commission:** Vending agrees to pay 22.5% commission of all sales after sales tax to the District. A report of the gross amount sold by location will be provided with each check. Payment must be made by the 10th of the month for the preceding month.

9. **Pricing:** Pricing of items will be at a reasonable market price of the items identified.

10. **Permits/Licenses:** Vending shall secure the applicable permits and licenses from local and state government to operate vending machines and provide copies to the District upon agreement signing and upon annual insurance renewal.

11. **Personal Property Insurance**: Vending will purchase renter's insurance for personal property owned by Vending. Vending understands that its property is not insured under any of the District's insurance policies.

12. **Building Insurance:** The District will insure the buildings and contents owned by the District.

13. **Comprehensive General Liability Insurance:** Vending, at its own expense, shall carry a general liability insurance policy in the amounts of $1,000,000 per person and $2,000,000 per occurrence and shall name the District as an additional insured. The policy shall contain product liability. The policy shall require the insurance company to notify the District in writing prior to any cancellations. Vending shall provide the District with a certificate of insurance upon agreement signing and upon annual insurance renewal.

14. **Indemnification and Hold Harmless:** Vending agrees that it will fully indemnify and hold harmless the District from all claims, actions, causes of actions, lawsuits, etc., which may arise as a result of Vending's management and operation of the vending machines at the facilities. This indemnification and hold harmless agreement includes, but is not limited to, an agreement to indemnify and hold the District harmless for all costs, expenses, damages, economic, and non-economic losses as defined under North Dakota law, including attorney's fees, and any other consequences which may arise as a result of Vending's management and operation of the vending machines at the facilities. It is expressly understood that Vending shall be responsible for full indemnification of the District and will hold the District harmless from any and all such claims.

15. **Ordinances and Rules:** Vending shall comply will all ordinances and rules enacted by the Park District (https://www.bisparks.org/policies-rules/ordinances-of-the-park-district-of-the-city-of-bismarck/), the city of Bismarck, and state of North Dakota concerning Vending's activities.

16. **Non-Discrimination Policy**: Vending shall not exclude anyone from participating in, deny anyone the benefits of, or otherwise subject anyone to discrimination on the basis of race, color, national origin, age, religion, sex, physical or mental disability, or status with respect to marriage or public assistance.

17. **Modification:** This agreement may be modified with the written consent of both parties.

Date:_____

Julie Jeske, President
Board of Park Commissioners
400 East Front Avenue
Bismarck, ND 58504

Date:_____

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