Request for Proposals Advertisement
Independent School District No. 834 – Non-alcoholic Beverage Vending and Concession Service

Stillwater Minnesota
January 17, 2020

Owner: Independent School District No. 834
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, MN  55082

Contact: Kristen Hoheisel, Executive Director of Finance and Operations
651-351-8321 or e-mail hoheiselk@stillwaterschools.org

Request for Proposals
Non-alcoholic Beverage Vending and Concession Service

One (1) original and two (2) copies will be received by Independent School District No. 834 for:

Vending machine service needs for student areas including: Stillwater Area High School, Stillwater Middle School and Oak-Land Middle School. Vendor will install, operate, supply, and service automatic vending equipment for the dispensing of non-alcoholic beverages. Proposals will also include concession sales at Stillwater Area High School. It should include a minimum of six (6) free standing coolers (3 with wheels) for storage and serving of non-alcoholic beverages at co-curricular events.

1. Envelopes containing proposals must be sealed and marked:
   “Non-alcoholic Beverage Vending and Concession Service”
   Proposals will include:
   Name and Address of Vendor
   Main Contact of Vendor with phone and e-mail address
   All information as required by Request for Proposals

2. Proposals shall be delivered to:
   Kristen Hoheisel, Executive Director of Finance and Operations
   Independent School District No. 834
   Stillwater Area Public Schools
   1875 Greeley Street South
   Stillwater, MN  55082

3. Proposals must be received no later than Friday, February 14, 2020 at 1:00 PM.

4. Proposals will be reviewed by March 20, 2020.

5. Proposal anticipated award date by May 28, 2020 pending successful contract agreement.

6. Proposal Contract will be effective July 1, 2020 through June 30, 2025.

7. Request for Proposals documents can be found on our website at:
   https://stillwaterschools.org/rfp

January 17, 2020
REQUEST FOR PROPOSALS

FOR

NON-ALCOHOLIC BEVERAGE VENDING AND CONCESSION SERVICE

OWNER:

INDEPENDENT SCHOOL DISTRICT NO. 834

PROPOSAL DUE DATE: Friday, February 14, 2020
GENERAL CONDITIONS

1. GENERAL PROVISIONS OF PROPOSAL

A. Proposals will be received by Independent School District No. 834, Kristen Hoheisel, Executive Director of Finance and Operations, Central Services Building, 1875 Greeley St S, Stillwater, MN 55082 until Friday, February 14, 2020 at 1:00 pm.

B. The owner reserves the right to reject any or all proposals and to waive any informalities of a proposal.

C. It shall be the responsibility of the vendor to acquaint themselves with all factors relative to this Request for Proposals and all conditions that might affect the goods and/or services to be supplied under the Request for Proposals.

D. Awards for the goods and/or services will be made by Independent School District No. 834. The award will be based upon, but not limited to, pricing; ability of vendor to fulfill contract and specification requirements; and prior experience and performance of the vendor. Anticipated Award date by: May 28, 2020.

2. ALTERATIONS AND ERASEURES

All proposals must be typewritten.

A proposal containing an alteration or erasure of any price contained in the proposal which is used in determining the lowest responsible proposal shall be rejected unless the alteration or erasure is corrected as herein provided: An alteration or erasure may be crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the proposal.

3. ASSIGNMENTS

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for performance of the work called for in the contract.

4. CLEAN UP

Vendor shall be responsible for job "clean up" by removing all excess materials and equipment from the job site and shall repair any damages caused to the building or equipment which have been caused by workers associated with the contract.

5. COLLUSION

Collusion between vendors is cause for rejection of all proposals of parties involved.

6. COMPLIANCE WITH LAWS

All products and service must comply in quality, type of material, methods of manufacture, and handling procedures, and all existing safety standards with all applicable local or state laws or codes pertaining thereto.
7. **CORRESPONDENCE**
All correspondence regarding these specifications or other matters relating to this Request for Proposals should be directed to: Independent School District No. 834, Kristen Hoheisel, Executive Director of Finance and Operations, Central Services Building, 1875 Greeley St S, Stillwater, MN 55082. (651) 351-8321 or e-mail hoheiselt@stillwaterschools.org

8. **EXECUTION OF CONTRACTS**
A contract must be executed for the goods and/or services, and all provisions and conditions of these specifications will be considered as an official part of this contract.

9. **INSURANCE**
As a vendor/contractor providing services to Independent School District No. 834, we require that you provide us with evidence of insurance with the minimum requirements outlined below:

**Commercial General Liability (Occurrence Form)**

- General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
- Products/Completed Operations Aggregate $1,000,000
- Personal & Advertising Injury Liability $1,000,000
- Each Occurrence $1,000,000

- **Independent School District No. 834 - Stillwater Area Public Schools, named as an Additional Insured with primary and non-contributory coverage**

**Workers’ Compensation and Employer’s Liability**

- Workers’ Compensation State Statutory Limits
- Employer’s Liability
  - Bodily Injury by Accident $500,000 each accident
  - Bodily Injury by Disease $500,000 policy limit
  - Bodily Injury by Disease $500,000 each employee

**Automobile Liability**

- $1,000,000 each accident

**Umbrella Liability**

- Each Occurrence and Aggregate $3,000,000

Coverage must be placed with an insurance company with an A.M. Best rating of A-; VII or better.

10. **LABOR**
No labor to assist with moving of materials or equipment in or out or installation assistance will be furnished by the district.

11. **OWNER’S RIGHT**
Independent School District No. 834 reserves the right to reject any or all proposals.

12. **PATENTS**
Contractor shall hold and save the Owner and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expense for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless specifically stipulated in the contract documents.
13. **SAFETY**
Vendors must comply with all existing and applicable Local, State, and/or Federal safety and health regulations in the performance of the conditions of this contract.

14. **SERVICE**
The vendor shall furnish free service and repairs on all equipment for the entire contract period.

15. **SIGNING OF PROPOSALS**
The proposal must be made out and signed in the firm name or corporate name of the vendor and must be fully and properly executed and signed by an officer or other authorized representative, whose title is to be stated. One original clearly marked as such and two copies of the proposal are requested.

Proof of authority of the person signing the proposal shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation, shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney shall be furnished. If the responder is a partnership, a letter of authorization should be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the proposal is other than the owner, a letter of authorization signed by the owner shall be furnished.

16. **TAXES**
The contractor shall pay all taxes imposed on any and all goods and/or services used so that there will be no liability on the part of the Owner for any type of tax assessed thereon. The school district is tax exempt.

17. **TRANSPORTATION**
The vendor is to assume all responsibility of transport of materials, including shipping schedules, freight charges, shortages, backorders, errors in quantities and/or qualities, damages in transit and any negotiations with freight carriers resulting from these discrepancies.

18. **WITHDRAWAL OF PROPOSAL**
Proposals may be withdrawn at any time prior to the proposal opening upon written request; however, no proposals may be withdrawn for sixty (60) days after the proposal opening.
DETAILED CONDITIONS – VENDING MACHINE SERVICE
All questions regarding this proposal and submission of proposals are to be addressed to: Independent School District No. 834, Kristen Hoheisel, Executive Director of Finance and Operations, Central Services Building, 1875 Greeley St S, Stillwater, MN 55082. (651) 351-8321 or e-mail hoheiselk@stillwaterschools.org

1. Proposals will be considered for the vending machine service needs for student areas including: Stillwater Area High School, Stillwater Middle School, and Oak-Land Middle School. Vendor will install, operate, supply and service automatic vending equipment for the dispensing of non-alcoholic beverages.

2. Proposals will also include the concession sales at Stillwater Area High School. It should include a minimum of six (6) free standing coolers (3 with wheels) for storage and serving of non-alcoholic beverages at co-curricular events.

3. The contract period will be for five (5) years. The high school and both middle schools will be on the contract effective July 1, 2020.

4. Prices will be firm for the first twelve (12) months of the contract. Vending & Concession price increases will be considered only based upon actual demonstrated price increases from manufacturers each of the subsequent contract years.

5. The district will award one contract to one vendor for all sites.

6. Products offered in machines will align with the recommendations for the Smart Snack Guidelines, starting with this contract. All items to be dispensed from a vending machine located in a school facility shall be approved by the principal or other person in charge of that facility and be in accordance with the Smart Snack Guidelines.

7. Vending machines in student areas may be set with timers to shut off the machines during the school day to follow all state and federal guidelines.

8. A district goal is to conserve energy wherever possible. Cooling coils are to be cleaned quarterly, at a minimum. Energy Star machines with (“power-down control devices” when area is vacant) are to be installed if available and preference will be given in the evaluation process for Energy Star machines.

9. All equipment must meet the standards of health as set forth by local, State and Federal requirements.

10. All proposals are to be accompanied by a complete list of machines to be furnished by the vendor.

11. Damage, pilfering, theft, or vandalism to vending machines shall not be the responsibility of Independent School District No. 834, but shall be the responsibility of the successful vendor.

12. All equipment must be installed and operational within thirty (30) days of contract signing. Successful vendor must coordinate delivery with Executive Director of Finance and Operations.
13. The successful vendor shall be responsible for all service and repairs no later than twenty-four (24) hours after notification of a need for service.

14. All equipment shall be serviced and maintained as often as deemed. Vendor must provide fresh products and periodic washing and sanitizing to insure sanitary conditions and acceptable appearance.

15. Independent School District No. 834 assumes the responsibility to provide electrical service to the site where vending machines are to be installed.

16. All receipts from the vending machines installed under this contract shall belong to the vendor who must assume responsibility for collection and accounting of the receipts. Commissions will be paid monthly to Independent School District No. 834 based upon the total sales, less sales tax paid no later than the 20th of the month following the previous month’s sales. Commission is to be paid in one check payable to Independent School District No. 834, Attn: Finance Dept, 1875 Greeley St. S, Stillwater, MN 55082. Each check will be accompanied by a detailed report by site listing total sales and total commissions.

17. The individual items are to be priced as an official part of this proposal process and may be changed annually during this contract period only by written agreement between the successful vendor and Independent School District No. 834 Finance Office.

18. Vendor to include a detailed list of the products to be offered for sale in the vending machines.

19. Proposal award is anticipated by May 28, 2020, pending successful contract agreement.

20. Proposal documents - Vendor to submit one (1) original proposal and two (2) copies. Proposal copies are to be stamped as “copy”.
Submit to:
Kristen Hoheisel, Executive Director of Finance and Operations
Independent School District No. 834
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082
## Sites / Locations / Staff / Students

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Total Number of Staff</th>
<th>Total Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stillwater Area High School</td>
<td>5701 Stillwater Blvd N</td>
<td>212</td>
<td>2800</td>
</tr>
<tr>
<td></td>
<td>Stillwater, MN 55082</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stillwater Middle School</td>
<td>523 West Marsh Street</td>
<td>91</td>
<td>1025</td>
</tr>
<tr>
<td></td>
<td>Stillwater, MN 55082</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oak-Land Middle School</td>
<td>820 Manning Ave N Lake Elmo, MN 55042</td>
<td>91</td>
<td>980</td>
</tr>
</tbody>
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### Sales History: 2018-2019

<table>
<thead>
<tr>
<th>School Site</th>
<th>2018-2019 Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stillwater Area High School-Vending</td>
<td>27,000 est.</td>
</tr>
<tr>
<td>Stillwater Middle School-Vending</td>
<td>1,200 est.</td>
</tr>
<tr>
<td>Oak-Land Middle School-Vending</td>
<td>1,100 est</td>
</tr>
<tr>
<td>Total Number of Units</td>
<td>30,000 est.</td>
</tr>
</tbody>
</table>
PROPOSAL

The Undersigned has carefully examined all specifications and requirements and hereby agrees to furnish BEVERAGE VENDING & CONCESSION SERVICE in accordance with the provisions and conditions of these specifications.

<table>
<thead>
<tr>
<th>Vending Price and Commission</th>
<th>Concession Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Vending Price</td>
</tr>
<tr>
<td>20 oz Soft Drinks</td>
<td></td>
</tr>
<tr>
<td>16.9 oz Soft Drinks</td>
<td></td>
</tr>
<tr>
<td>12 oz Soft Drinks</td>
<td></td>
</tr>
<tr>
<td>20 oz Juice Drinks</td>
<td></td>
</tr>
<tr>
<td>12 oz Juice Drinks</td>
<td></td>
</tr>
<tr>
<td>10 oz Juice Drinks</td>
<td></td>
</tr>
<tr>
<td>20 oz Tea</td>
<td></td>
</tr>
<tr>
<td>20 oz Water</td>
<td></td>
</tr>
<tr>
<td>16.9 oz Water</td>
<td></td>
</tr>
<tr>
<td>12 oz Water</td>
<td></td>
</tr>
<tr>
<td>20 oz Flavored Water</td>
<td></td>
</tr>
<tr>
<td>20 oz Enhanced Water</td>
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</tr>
<tr>
<td>20 oz Sports Drinks</td>
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</tr>
<tr>
<td>12 oz Sports Drinks</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

FIRM NAME 

FIRM ADDRESS 

PHONE NUMBER 

FAX NO. 

SIGNATURE 

PRINTED NAME 

TITLE 

DATE