

**REQUEST FOR PROPOSAL  
BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229**

**Sealed envelope should be addressed to:**

Blue Valley School District  
Attention: Nicole Hogan  
15020 Metcalf Avenue  
Overland Park, KS 66223

Date: March 6, 2020  
RFP No.: 20027  
For: High School  
Vending Contract

**RFP # 20027**

**PROPOSALS WILL BE ACCEPTED TO AND OPENED ON:**

Date: March 27, 2020  
Time: 3:00 p.m.  
Location: District Office  
Administrative Center  
15020 Metcalf Avenue  
Overland Park, KS 66223

**CONDITIONS UNDER WHICH PROPOSALS ARE REQUESTED ARE INCLUDED.  
PLEASE REVIEW THOROUGHLY.**

The Blue Valley School District is soliciting proposals from qualified vending machine and concession supply vendors for a full service vending agreement.

All deviations from the exact specifications must be clearly illustrated and duly noted on the proposal form. Blue Valley District personnel will be the sole judge of a product's or service's equality and fitness of purpose. Vendors will be expected to submit samples and/or arrange demonstration of products upon request.

Proposers or potential proposers who obtain this document from the District's web site or in any other way without receiving a formal invitation from this District's Purchasing Department are responsible for notifying [purchasing@bluevalleyk12.org](mailto:purchasing@bluevalleyk12.org) in order to receive addenda if any are issued. Proposals received by the District that do not include acknowledgement of addenda may be rejected.

Any questions regarding RFP specifications or procedures should be directed in writing to: [purchasing@bluevalleyk12.org](mailto:purchasing@bluevalleyk12.org) by **March 13th, 2020, 5:00 PM CST**. Questions received by this date will be sent with answers to all known participants soon after the questions deadline. Please keep in mind your questions and our responses will be shared with all known participants. Communication with any Blue Valley employee about this RFP outside of the processes described on this page may be grounds for disqualification.

Blue Valley School District reserves the right to reject any or all proposals received if such action is considered to be in the best interest of the District. This request does not obligate the District to pay any cost incurred by vendors related to submission of proposals in response to this RFP.

We are including only one copy of the RFP. Please return all RFP sheets completed. **Do not include sales tax.**

RFP number and name of RFP must appear on the front of the sealed envelope or package.

**THIS PROPOSAL IS NOT TRANSFERABLE**

## **REQUEST FOR PROPOSAL - TERMS AND CONDITIONS**

1. Blue Valley USD 229 (“School District”) reserves the right to reject any or all proposals, to accept any item or items in the proposal and to waive any informality in proposal.
2. An alternate request for proposal (“RFPs”), based on group or total awards will be considered.
3. Cash discounts and delivery terms will be considered in awarding a contract.
4. Please submit two copies of each proposal - one original paper proposal with signatures and one electronic copy. The electronic copy should be produced in PDF, and saved on a CD Rom or flash drive.
5. Prices quoted must remain firm for a period of one calendar year from date of award.
6. The right is reserved by School District to increase or decrease, by not more than thirty percent (30%) at time of award, the quantity listed for any proposal items.
7. Prices quoted are to be free of all federal, state and local taxes, except those taxes from which the School District is not exempt.
8. The supplier represents that the price or prices specified in the proposal do not exceed the supplier’s current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
9. When submitting a substitute product or service as equal, the full name and illustrated description must be given in the proposal response. The School District reserves the right, to decide upon suitability of the product or service for the intended use. Upon request, samples of substitute products or services must be submitted. Substitute items furnished must be manufactured in compliance with all existing legal or governmental directives.
10. Envelopes containing proposals must be sealed and marked on the lower left-hand corner with the company name and address of the supplier, proposal control number, proposal opening date, and proposal opening time.
11. The date when goods are actually received by the School District shall be the effective date of receipt.
12. Deliveries are to be F. O. B. at a stated location and included in your proposal.
13. If the supplier refuses or fails to make deliveries of the materials or supplies within the time specified on the face of the request for proposal or the purchase order, the School District may, by written notice to the supplier, terminate the right of the supplier to proceed with deliveries of the materials or supplies as to which there has been delay.
14. Advance written notice is to be given to the District Business Office at least two (2) work days before receipt of goods at the designated location.
15. In the event the School District cannot accept a scheduled delivery, it will notify the supplier of such delay as soon as possible.

16. All items furnished must be free from defects in material and workmanship. Items will be subject to School District inspection and approval at any time within thirty (30) calendar days after delivery.
17. All items must be properly packed or crated to insure delivery in good condition and in accordance with instructions listed on the face of the request for proposal or purchase order, if any.
18. Rejected items will be held by the School District at the supplier's risk and expense. No replacement of defective items shall be made by the supplier unless agreed to by the School District in writing.
19. The supplier shall comply with the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1030) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry.
20. The School District is seeking an annual contract with the option to renew for four additional one year periods. The contract may be terminated by either party by giving the other party sixty (60) calendar days prior written notice of termination.
21. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
22. **Sample Contract: A sample contract must be submitted for review with the supplier's proposal. The sample contract must be submitted in hard copy and submitted in an electronic version in unrestricted Microsoft Word format.** In the event that an agreement is not reached with the top scoring supplier within a reasonable time, the School District, at its sole discretion, may elect to award the contract to the next highest scoring supplier.
23. Kansas state law prohibits smoking in or on any Blue Valley USD 229 property. Compliance is required.
24. Contractors working on school property must have a background check that covers: Social Security, Felony conviction record, Misdemeanor conviction record, and US DOJ National Sex Offender Data base.
25. The supplier shall provide the standard patent infringement indemnity clause which shall hold and save the School District and its officers, agents, servants and employees harmless from liability for patent infringement of any patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the School District.
26. Indemnity and Hold Harmless: The supplier agrees to protect, defend, indemnify and hold the School District, its Board members, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, reasonable attorneys' fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the supplier. The supplier further agrees to investigate, handle, respond to, provide a defense for, and defend any such claims, at supplier's sole expense; and agrees to bear all costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

27. Tax Exempt: School District is exempt from state and local sales taxes by virtue of Kansas Statutes Annotated 79-3606.
28. Supplier understands that the School District is subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., as amended (the "Act"), and that any proposals made in response to an RFP may be disclosed as required, in the sole opinion of the School District, by the Act or other applicable law or judicial order. School District assumes no responsibility for such disclosure and will not be held liable for any damage or injury that may result from any disclosure that may occur. By submitting a response to an RFP, Supplier agrees to defend, indemnify, and hold School District harmless from and against any and all claims, demands, costs, and expenses, including reasonable attorneys' fees, arising as a result of School District's disclosure or refusal to disclose response information provided by Supplier.
29. Payment of the supplier's invoice is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.

**BLUE VALLEY USD #229 - PAYMENT TERMS:**

- Payment can take 30-60 calendar days depending on when goods or services are received, orders are verified, and the date the invoice is received in Accounts Payable.
- Invoices received by Accounts Payable and orders verified by the 15<sup>th</sup> day of the month will be paid/mailed on or about the 15<sup>th</sup> day of the following month. Invoices received and orders verified on or after the 16<sup>th</sup> day of the month will be paid the second month following, on or about the 15<sup>th</sup> day of the month.
- The School District is not requiring the acceptance of a credit card as its form of payment and will still offer checks. However, would you accept a credit card as the School District's form of payment for your goods and services understanding the requirements below?  
 Yes \_\_\_\_\_ / No \_\_\_\_\_

*Note: Acceptance of Credit Card Payment*

- *Will not change payment terms or timelines.*
- *Cannot increase the proposed costs as outlined in your Bid or RFP response.*
- *The vendor cannot charge any additional fees for the acceptance of credit card payment.*
- *We will need to work with you to setup the payment details.*

## **I. Purpose**

A. The Blue Valley School District is soliciting requests for proposals from qualified vending machine and concession supply vendors for a full service vending agreement. This agreement shall apply to all high schools located in the Blue Valley School District. The terms of this agreement will be for one (1) year with the option to renew for four (4) additional one year periods. The agreement shall become in effect July 1, 2020.

B. Subject to the following provisions, any contract resulting from this proposal may be terminated by either party upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the participating entities until said work or services are completed and accepted.

C. Award will be made to the proposer who submits the most advantageous proposal. The right is reserved to accept or reject any or all proposals or part of proposals, to waive irregularities and technicalities, and to request repropoals.

- **Option A** will not be an “All or None” agreement. The right is reserved to award the contract to more than one supplier as is deemed in the best interest of the Blue Valley School District. The Blue Valley School District shall determine the best vending proposal for each school.
- **Option B** will be an exclusive agreement and the Blue Valley School District will award the contract to one supplier for all high schools.

## **II. Insurance**

A. The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

- **Commercial General Liability**  
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage
- **Worker's Compensation and Employer's Liability**  
Worker's Compensation Statutory (include all state's endorsement)  
Employer's Liability \$500,000 each occurrence
- **Automobile Liability**  
\$500,000 combined single limit per occurrence for bodily injury and property damage

B. Before entering into a contract, the successful proposer shall furnish to the District, a Certificate of Insurance verifying such coverage. The certificate holder on the Certificate of Insurance shall be as follows: Blue Valley School District c/o Jason Gillam, Director of Business Operations, 15020 Metcalf Avenue, Overland Park, KS 66223.

## **III. Request For Proposal (RFP) Timeline**

1. RFP Release – March 6th, 2020
3. Deadline for Submitting Questions – March 13th, 2020 at 5:00 PM CST
4. Proposals due – March 27th, 2020 at 3:00 PM CST
5. Optional Interviews (if needed) –Time TBD

6. Anticipated Award of RFP 20022 – May 11th, 2020
7. Anticipated Vendor Relationship Start Date – July 1st, 2020

**IV. Locations / Estimated Usage**

Blue Valley North 12200 Lamar Overland Park, KS 66209	Vending = 65 Cases Non Vending = 5 Cases
Blue Valley Northwest 13260 Switzer Overland Park, KS 66213	Vending = 15 Cases Non Vending = 131 Cases
Blue Valley High School 6001 W 159 <sup>th</sup> Street Stilwell, KS 66085	Vending = 41 Cases Non Vending = 275 Cases
Blue Valley West 16200 Antioch Stilwell, KS 66085	Vending = 66 Cases Non Vending = 9 Cases
Blue Valley Southwest 17600 Quivira Overland Park, KS 66085	Vending = 49 Cases Non Vending = 102

- Note: Building administration believes that vending volume could increase with better attention on restocking.

**V. Beverages**

- A. All beverages must comply with new standards set by the American Beverage Association and the federal smart snack guidelines.
- B. Blue Valley Food and Nutrition Services shall reserve the right to sell any brand of beverage.
- C. The Blue Valley School District may enter into an exclusive agreement for each high school, excluding the sale of hot teas and coffees. This does not apply to outside rental events.

**VI. Equipment**

- A. During the term, the awarded vendor shall supply, deliver, install, and repair all vending machines to Blue Valley School District with all necessary equipment to dispense the vending items. The equipment shall remain the property of the awarded vendor. Awarded vendor must be willing to work with the vendor to establish a timeline for any change out of equipment. Any new equipment must be in place prior to first day of school in August 2020.
- B. Awarded vendor must establish and abide by a preventative maintenance program for all Vending machines.
- C. Contractor must, at its own expense, maintain Vending machines in good working order and must promptly make repairs.
- D. Machines located within cafeterias/serveries will be turned off during lunch periods.

- E. Teacher lounges shall be supplied with machines that sell regular soda and shall have no time restrictions.
- F. Awarded vendor must be able to stock items in the machines at adequate levels including a full assortment of products and at a maximum level of inventory.
- G. Approximate equipment list is listed below as a guide for the number of machines in the District.
  - Approximate number of machines in District:
    - Full Service Vending Machines – 17
    - Single Door Coolers – 26
    - Double Door Coolers – 16
    - Triple Door Cooler - 1

**VII. Reporting and Audit**

- A. Sales and other data must be made available to the District at a minimum of once a year
- B. At a minimum, data must contain the following information listed below:
  - a. Campus Name
  - b. Building/Floor/Location & Vending machine number
  - c. Product type (i.e. Beverage, Snack)
  - d. Units sold
  - e. Actual cash taken from vending machine
  - f. Net receipts applicable to commission
  - g. Commissions paid by month and year-to-date
  - h. Such other information as may be reasonably requested by the District

Please mark an “X” whether you comply or does not meet this minimum.  
 Comply \_\_\_\_\_ OR Does Not meet minimum \_\_\_\_\_

**VIII. Minimum Criteria**

- A. The minimum cost for beverages under 12 oz. shall be no lower than \$1.00. The minimum cost for beverages over 12 oz. shall be no lower than \$1.25

Please mark an “X” whether you comply or does not meet this minimum.  
 Comply \_\_\_\_\_ OR Does Not meet minimum \_\_\_\_\_

- B. The awarded vendor should supply no less than 20 cases of product annually with no cost to the District.

Please mark an “X” whether you comply or does not meet this minimum.  
 Comply \_\_\_\_\_ OR Does Not meet minimum \_\_\_\_\_

- C. The awarded vendor should have a minimum of 5 years’ experience servicing a multi-location facility (government agency, hospitals, education systems preferred).

Please mark an “X” whether you comply or does not meet this minimum.  
 Comply \_\_\_\_\_ OR Does Not meet minimum \_\_\_\_\_

## **IX. Value Added Mandatory Questions**

- A. What makes your company unique when compared to the competition?
- B. Please describe your service ticket process. When a school is out of product or has a machine malfunction/concern, what is the process they must take to get an issue resolved? What is the typical response time when a service ticket is turned in?
- C. What benefit do you feel you can offer to Blue Valley School District?
- D. Please provide additional information on services offered or not called out in the proposal.
- E. Are you willing to allow booster groups to purchase your branded product through a retail store, and stock into concession stand coolers?
- F. If the high school contract is awarded to you, briefly describe what a middle school vending program would look like with you. Please supply a sample middle school agreement if you have one to offer.
- G. List (3) three references from current customers where similar services are provided. Include business name, contact name, phone number, number of year's served and general description of the most common services provided.
- H. Provide (2) two references from current customers that were new accounts in the last year (did not do business with you for over two years prior to return). These can be from any industry, but customers with similar scope of services preferred. Include business name, contact name, phone number, date started and general description of most common service provided.

**X. Scoring and Shortlisting**

**Evaluation of Proposals:** An evaluation committee comprised of District employees shall evaluate proposals received.

**Phase I Evaluation and Shortlisting:**

All proposals will be evaluated according to the point schedule listed below. Proposals not short-listed will not be further considered.

1.	<b>Minimum Criteria Compliance</b>	<b>10 Points</b>
2.	<b>Total Sponsorship</b>	<b>20 Points</b>
3.	<b>Total Donations</b>	<b>20 Points</b>
4.	<b>Commissions</b>	<b>20 Points</b>
5.	<b>Cost of Concessions</b>	<b>20 Points</b>
6.	<b>Value Added</b>	<b>10 Points</b>

**Total Possible Points Phase I (Subjective Scoring): 100 Points**

The District retains the right to end the RFP and base award of the RFP after the Phase I scoring or continuing on to Phase II Optional Finalists Interviews. Vendors are encouraged to put their best proposals forward since award can be made after Phase I and if a Phase II shall occur, only the selected finalists will be invited based on Phase I scoring.

**Phase II Optional Interviews:**

The District retains the right to invite some, all or none of the RFP Finalists identified in the Phase I Scoring. Interviews will be scheduled for a time to be determined. The District retains the right to adjust the dates of the interviews. Companies invited for interviews will be notified by April 9th, 2020.

Scores from Phase I will carry over and be combined with the following:

	<b>Total Possible Points</b>
Phase I	<b>100 Points</b> <i>(May be adjusted pending outcome of interviews.)</i>
Clarifications and additional information presented.	<b>50 Points</b>
<b>Grand Total Possible Points</b>	<b>150 Points</b>

*Scoring from Phase I will not be made available until Phase II has been completed or ruled out.*

**XI. RFP Response Instructions**

1. Sealed proposal due to the District – The due date for the sealed RFP response is listed on page 1. **All proposals received after the date and time set for receipt will be REJECTED. Proposals received after the time and date set will not be considered.** The District will not consider or be responsible for errant delivery or late performance by courier service.
2. District requires one (1) original, one (1) copy of entire proposal, and one electronic copy containing a PDF file of the entire proposal.

3. The RFP response may be hand-delivered or must otherwise be received by the District at the address provided on page 1, by the submittal deadline. No fax or emailed proposals will be accepted.
4. Responses to the District should be in a sealed box or envelope clearly marked and addressed. If the RFP is not clearly marked, the Proposer has the risk of the proposal being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying proposals submitted that are not properly marked. (15020 Metcalf Avenue, Overland Park, KS 66223).
5. It is the responsibility of the submitter to insure that the proposal arrives to the District within the deadline. Proposer should allow sufficient time for proper delivery. The District assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the District. Every Proposer is solely responsible for ensuring that its proposal is delivered on time. Proposals will be opened only after the due date and hour.
6. Original RFP responses shall be signed by an official authorized to legally bind the Proposer.
7. **Pricing forms (OPTION A AND OPTION B) must be submitted in a separate sealed envelope within the main submission document and be clearly labeled "Pricing Response, RFP # 20027". (1 original– all together in one separate sub envelope)**
8. Vendors are to reply with information in the following order:

**Proposal Format:** Proposals shall be submitted by tab number as instructed below. The Proposer agrees and will comply with all provisions and specifications as stated in this RFP unless otherwise stated in the Deviations section of this RFP. Any additional cost or factors to meet a specification or requirement must be noted in the Deviations section. Failure to respond to these requirements may result in the proposal being considered non-responsive.

Tab 1 – Minimum Criteria

- a. Cover letter
- b. RFP Document including the Proposal Form signed by an authorized Company Officer, plus any signed addendums if applicable.
- c. Page 7 – Minimum Criteria compliance

Tab 2 – Answers to Mandatory Questions

- a. Provide answers following each of the questions asked in Section IX.

Tab 3– Sample contract for high school agreement.

- a. Provide a sample contract for the high school agreement. We would like to see the contract in which you are proposing to the District.

Tab 4– Deviations (Section XII.)

- a. Provide a statement with any deviations or simply state "none".

Pricing in Sealed Envelope per Instructions Above

- a. Pricing includes sections XII and XIII. (a-d). This is Option A and Option B.
- b. Provide pricing on the forms provided.

**Option A: Individual Agreements for each high school**  
**This is not an all or none agreement.**

**XII. (a) Sponsorship** Provide breakdown of annual sponsorship payments.

Blue Valley High \_\_\_\_\_ Blue Valley North \_\_\_\_\_

Blue Valley Northwest \_\_\_\_\_ Blue Valley West \_\_\_\_\_

Blue Valley Southwest \_\_\_\_\_

**Total Sponsorship for all 5 High Schools:    \$ \_\_\_\_\_**

**XII. (b) Donations** Provide breakdown of annual product donations.

Blue Valley High \_\_\_\_\_ Blue Valley North \_\_\_\_\_

Blue Valley Northwest \_\_\_\_\_ Blue Valley West \_\_\_\_\_

Blue Valley Southwest \_\_\_\_\_

**Total Donations for all 5 High Schools:    \$ \_\_\_\_\_**

**XII. (c) Commission** Full Service Vending  
*Supply Information on a separate list if necessary*

ITEM	Cost Per Case	Price Per Unit	% of Commission

**XII. (d) Cost of Concessions** Non-Vending (Concessions)  
*Supply Information on a separate list if necessary*

ITEM	Cost Per Case

## Option B: Exclusive Agreement for all high schools

### XIII. (a) Sponsorship

Total Sponsorship \$ \_\_\_\_\_

### XIII. (b) Donations

Total Donations \$ \_\_\_\_\_

### XIII. (c) Commission Full Service Vending

*Supply Information on a separate list if necessary*

ITEM	Cost Per Case	Price Per Unit	% of Commission

### XIII. (d) Cost of Concessions Non-Vending (Concessions)

*Supply Information on a separate list if necessary*

ITEM	Cost Per Case

**XIV. DEVIATIONS**

List below any deviations or exceptions to this RFP document or (if any) addendum related to this RFP or simply state "None".

**XV. SIGNATURES**

In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if the Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated except as stated as a deviation in Section XIV.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Company's Authorized Person's Name (Printed)

\_\_\_\_\_  
Company's Authorized Person's title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_