



Greenville City Schools

RFP: Beverage & Vending Proposal

Due: June 14, 2019

Time: 2:00 P.M. EST



Beverly Miller
Assistant Director of Schools for Administration

Greeneville City Schools
REQUEST FOR PROPOSAL

RFP: Vending Proposal

Issue Date: May 29, 2019

This document constitutes Greeneville City Schools (hereafter called the “District” or “GCS”) 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: 2:00 P.M., EST, ON June 14, 2019. PROPOSALS SUBMITTED AFTER THAT TIME AND DATE WILL BE REJECTED AND RETURNED.

ALL PROPOSALS WILL BE SUBMITTED TO THE FOLLOWING ADDRESS:

Greeneville City Schools
Attn: Beverly Miller
129 West Depot Street
Greeneville, TN 37743

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

Assistant Director of Schools for Administration
Greeneville City Schools
129 West Depot Street
Greeneville, TN 37743
Ph: (423)787-8019
Fax: (423) 638-2540
E-mail: millerb@gcschools.net

All other communications and questions regarding this RFP must be directed to the above person. No other contact with any members of the Greeneville City Schools 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 your 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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1. **INTRODUCTION**

The Greeneville City School System consists of four elementary schools, one middle school, one high school, and one career and technical center serving approximately 3,000 students.

The purpose of this RFP is to establish the requirements for providing beverage products [“Products”] for an initial term of three (3) years with an option to extend an additional one (1) or two (2) years. The Products are described more fully below in this RFP. It is anticipated that the initial delivery of the Products and associated equipment would begin July 1, 2019.

2. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

- A. In order to be considered, the proposer must submit three (3) hard copies of the Proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title,
Greeneville City School District Vending Proposal.

Proposals shall be delivered to:

Greeneville City Schools
Attn: Beverly Miller
129 West Depot Street
Greeneville, TN 37743

Send electronic copy to:
millerb@gcschools.net.

**SEALED PROPOSALS FOR FURNISHING THE PRODUCTS DESCRIBED
HEREIN MUST BE RECEIVED BY 2:00 P.M., EST, ON JUNE 14, 2019.
PROPOSALS SUBMITTED AFTER THAT TIME AND DATE WILL BE
REJECTED AND RETURNED.**

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible in order for the District to effectively evaluate the Proposer’s capabilities to provide the required products.

Electronic or facsimile proposals will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

3. **AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications, quality of Proposer’s products, and successful contract negotiations. The District reserves the right to split the award or to

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make multiple awards, and to make award on a part or portion of a proposal. The District may

request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any proposer.

4. RIGHT TO REJECT

The District reserves the right to accept or reject any and all proposals, and to waive any irregularities or informalities in any proposal. Conditional proposals will not be accepted.

5. 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.

6. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

7. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

8. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

9. PRICE

Proposers 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 as mutually agreed and must be consistent with the Consumer Price Index for "Food Away from Home" as calculated by the U.S. Department of Agriculture.

10. CONTRACT

The Greeneville City Schools 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 not be limited to, the Products described herein and the contract provisions included herein.

11. INSURANCE

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

- Comprehensive General Liability
(Including Contractual Liability) - \$1,000,000 per person 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

12. TAXES

Proposers will not include *Federal Excise Tax, Transportation Tax, or State Retail Sales Tax* in their cost proposal, as these taxes do not apply to the District.

13. 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.

14. USE OF INFORMATION

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, will remain the property of the District and, when in tangible form, all copies of such information will be returned to the District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it will be held in confidence by such party, will be used only for the purpose of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketched models samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP will be considered to be confidential or proprietary.

II. DESCRIPTION OF PRODUCTS

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the Products described herein. The District intends to contract with the successful Proposer(s) to provide the Products consistent with the terms of this RFP. While subject to final determination, the District anticipates that the successful Proposer(s) will begin initial delivery of the Products and associated equipment on July 1, 2019.

DESCRIPTION OF PRODUCTS:

The Greeneville City School District (District) is interested in your proposal to supply soda products, water, fruit and other non-carbonated drinks and appropriate vending machines in nine (9) buildings within the District. Proposers are expected to offer beverage products that are compliant with USDA Smart Snacks. These are the minimum guidelines for all foods and beverages sold outside of a reimbursable meal.

<http://www.fns.usda.gov/smart-snacks-schools-brochure>

We are specifically interested in a contract to provide:

1. Vending for students in one (1) high school, one (1) career and technical school, one (1) middle school with grades 6-8, four (4) elementary schools with grades Pre-K – 5, and two administrative/operations buildings.
2. Vending for teachers and employees in lounges or work areas of all 9 locations.

Bulk or tank products with dispensing equipment for athletic events and other activities.

The intent of this request is to locate a company willing to make a three (3) year commitment to the District that will benefit both parties. To accomplish this, vendors are encouraged to be as creative as possible when structuring their proposals. Furthermore, the District may negotiate with selected vendors to reach a final contract that provides the maximum value to the District. The final Vending contract will contain a Standard Default Clause.

Your initial proposal must include at a minimum the following:

1. Price of all products.
2. Vending and dispensing equipment
3. Maintenance of the equipment
4. Explanation of available full/self-service options.
5. Rebates
6. Commissions
7. Other considerations the District may receive for awarding exclusive rights.
8. The length of time your prices and program offering will be honored by your firm.
9. Billing methods available.

The Greeneville City School District reserves the right to accept or reject any and all proposals.

III. CONTRACT TERMS AND CONDITIONS

1. INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. These terms and conditions also will be included in any purchase orders(s) issued by the District. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

2. WARRANTY ON PRODUCTS

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 goods or by payment for them.

3. INSPECTION AND ACCEPTANCE

No Products received by the District pursuant to this Agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said Products. All Products which are discovered to be defective or which do not conform to any warranty of the Contractor herein upon initial inspection, or at any later time if the defects contain in the Products were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement at the District's option. Such right to return defective Products shall not exclude any other legal, equitable or contractual remedies the District may have.

4. INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive 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 Tennessee.
- B. 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 Products under this Agreement.

- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Products.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

5. **TERMINATION**

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Products delivered and accepted up to the date of termination.

6. **INDEMNITY**

Contractor agrees to indemnify and hold harmless the District and the members of the Greeneville City School 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 thereto) which may be suffered by incurred by or threatened against the District or any members, officers, employees, servants or agents of 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.

7. **GOVERNING LAW-JURISDICTION**

This agreement shall be governed, construed and interpreted under Tennessee Law, and shall be deemed to be executed and performed in the County of Greene, Tennessee. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Tennessee, 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 Greene, Tennessee.

8. **REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with the District's Assistant Director of Schools for Administration and/or his 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.

9. **ASSIGNMENT**

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and

the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

10. **LICENSES AND PERMITS**

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

11. **CONTRACTOR REPRESENTATIONS**

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Tennessee and to provide the Products required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, Federal and Local Statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Products on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

12. **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 warranty for or on behalf of the District or to attempt to bind the District.

The Greeneville City School District reserves the right to reject any or all bids submitted. All bids must comply with the policies of the Greeneville City School District. We have tax exempt status.

Beverage Usage History

<u>Location</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Hal Henard Elementary	134	36	136
Greeneville Middle School	172	170	133
Greeneville Band Boosters	463	447	438

GHS Athletic Department	253	160	116
Greene Technology Center	304	381	587
Greeneville High School	773	812	997
Highland Elementary	18	20	24
Tusculum View Elementary	38	48	35
EastView Elementary	32	37	29
Kathryn Leonard Admin.	38	30	34
GCS General Fund (Free/Donated)	74	164	146
TOTAL CASES	2225	2141	2529