



## KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59<sup>TH</sup> STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: [WWW.KCKPS.ORG/PURCHASING](http://WWW.KCKPS.ORG/PURCHASING)

### DISTRICTWIDE BEVERAGE VENDING AND NON-VENDING

**BID No: RFP 20-022      ISSUE DATE: NOVEMBER 9, 2020**

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59<sup>th</sup> Street, Room 370, Kansas City, KS 66104 until **2:00 PM., December 3, 2020**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

**Contact/Technical Contact:**

Wayne C. Correll, Director of Purchasing | (913) 279-2270 | eMail: [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org)

**BID INSTRUCTIONS:**

FAXED BIDS WILL NOT BE ACCEPTED

Kansas City Kansas Public Schools is temporarily accepting bids via email. No Faxed Bids will be accepted.

Until further notice, the Purchasing Office of the Kansas City Kansas Public Schools is closed to the public as a result of the COVID-19 crisis. All public bid openings will be conducted via video conference call.

During this time all bids are to be submitted via UPS, FedEx or emailed to [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org) . All bids submitted must be received by the Purchasing Office by the specific bid closing date and time of 2:00PM Central Time. If emailed, it is the responsibility of the 'bidder' to ensure the bid date and time is met. FedEx and UPS currently deliver directly to the Central Office of the Kansas City Kansas Public Schools. Bids are not considered received until they are date and time stamped in the Purchasing Office. The Purchasing Office will not be responsible for late deliveries.

For questions regarding confirmation that your bid has been received by the Purchasing Office, please email Wayne Correll at [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org).

**The Public Bid Opening for this solicitation shall be opened in public via Zoom Video Conference Call at the hour stated in the notice, or as may be amended.**

**KCKPS Purchasing Department is inviting you to a scheduled Zoom meeting**

**Topic: IFB 20-022 District Beverage Vending and Non-Vending**

**Time: Dec 3, 2020 02:00 PM Central Time (US and Canada)**

Join Zoom Meeting

<https://us02web.zoom.us/j/86374883950?pwd=WEtZQnUyeUIyeGRVMWZqQW5pUIMzZz09>

**Meeting ID: 863 7488 3950**

**Passcode: 323503**

One tap mobile

+16699006833,,86374883950# US (San Jose)

+12532158782,,86374883950# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 863 7488 3950

Find your local number: <https://us02web.zoom.us/j/86374883950>

A bid tabulation will be provided in response to an emailed request to: [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org).

**Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.**

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price).
- Award will be to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product or service offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.

- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site [www.kckps.org/purchasing](http://www.kckps.org/purchasing) under Awards Section and will include a bid tabulation/summary.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

Reference Attachment A for further Bid Conditions and Instructions

Mandatory specifications are enclosed. Please return proposals under cover that is clearly identified as a response to RFP 20-022. Complete all information requested on these forms. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

All quotes offered on this bid solicitation should include delivery charges and be quoted F.O.B. delivered to the various sites throughout the school district where vending machines are/will be located. This will include all buildings domiciled within the boundaries of the school district.

Please be sure to clearly indicate the commodities your firm is offering. Attach any literature for the solution that your firm is offering. Be advised that samples/demonstrations may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the specifications on this bid, please contact Wayne Correll, Director of Purchasing at [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org).

Unified School District No. 500 reserves the right to reject all bids without recourse from the vendor.

If you cannot or chose not to quote on this bid for this type of product please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

**REQUEST FOR PROPOSAL  
TO  
FURNISH AND DELIVER A CONTRACT FOR DISTRICTWIDE BEVERAGE VENDING, NON-VENDING  
UNIFIED SCHOOL DISTRICT #500 – KANSAS CITY, KANSAS PUBLIC SCHOOLS**

**STANDARD TERMS & CONDITIONS**

**1. SCOPE:**

The following terms and conditions shall prevail unless otherwise modified by Unified School District #500 (U.S.D. #500) within this "Request for Proposal" document. U.S.D. #500 reserves the right to reject any bid which takes exception to these terms and conditions.

**2. DEFINITIONS AS USED HEREIN:**

- a. The term "Request for Proposal" (RFP) means a solicitation of a formal proposal to furnish and deliver cold beverage products.
- b. The term "Proposer" means the offerer or vendor submitting a "proposal to Furnish and Deliver Cold Beverage Products".
- c. The term "proposal" means the cost and amenities proposed by the bidder.
- d. The term "U.S.D. #500" means Unified School District No. 500.
- e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 500
- f. The term "Supplier" or "Vendor" means the successful bidder.
- g. The term "District" refers to the Kansas City Kansas Public Schools, whose business address is 625 Minnesota Avenue, Kansas City, KS 66101.
- h. The term "facility" and "unit" refer to the District's sixty buildings.

**3. COMPLETING PROPOSAL:**

Proposals must be submitted in the format called for in this document. All information must be legible. All corrections and/or erasures must be initialed. The authorized proposer must provide signature on form provided and all required information must be provided at the proposal's submission.

**4. CONFIDENTIALITY OF BID INFORMATION:**

Each proposal must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the proposal prior to its opening. Supporting document(s) and/or descriptive literature may be submitted with the proposal or in/under a separate envelope clearly labeled literature supporting "Full-Service Vending, Non-Vending and Beverages for Nutritional Services". Do NOT indicate bid prices on this literature.

**5. ACCURACY OF PROPOSAL:**

Each proposal is publicly acknowledged and is made part of the public record of the District. Therefore, it is necessary that all information presented is accurate in that the successful proposer will be bound to the terms of the contract. If there is a discrepancy between the unit price and extended total on the proposal's response document, the unit price will prevail.

**6. SUBMISSION OF BID:**

Bids are to be sealed and submitted to the Director of Purchasing by email or through the Vendor Registry Bid Portal <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=c00af89d-f6af-4f0e-b823-f145c898cc06> , prior to the **bid opening of December 3, 2020 at 2:00 p.m.**

**7. ADDENDUM:**

All changes in connection with this RFP will be issued by the Director of Purchasing or his/her designee in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal.

**8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:**

Proposals received after the deadline designated in this RFP document shall not be considered and shall be returned unopened.

**9. PROPOSAL'S BINDING:**

All proposals submitted and accepted by the District shall be binding upon the bidder for a period of sixty (60) days after the proposal's acceptance.

**10. EQUIVALENT BIDS:**

When brand or trade names are used in this RFP, it is for the purpose of item identification and to establish standards for quality, style, and features. Bids on equivalent items of substantially the same quality, style, and features are invited unless items are marked "ONLY" or "NO SUBSTITUTES". Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the District.

**11. NEW MATERIALS, SUPPLIES OR EQUIPMENT:**

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, of recent manufacture, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.

**12. WARRANTY:**

Supplies or equipment furnished as a result of this proposal shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this proposal, the District reserves the right to request from proposers a separate manufacturer certification of all statements made in the proposal.

**13. METHOD OF AWARD AND NOTIFICATION:**

Proposals will be analyzed, and the award made to the lowest and best, responsive and responsible proposer(s) whose proposal conforms to specifications and whose proposal is considered to be the best value, in the opinion of The District. The District reserves the right to reject any or all proposals and any part of a proposal; to waive informalities, technical defects, and minor irregularities in proposals received; and to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the proposal is clearly designed as such or when it is determined to be in the best interest of the District.

**14. DELIVERY TERMS:**

All deliveries shall be FOB Destination and all freight charges shall be included in the bid price. No additional freight or fuel surcharges will be added to an invoice.

**15. DAMAGED AND/OR LATE SHIPMENTS:**

The District has no obligation to accept damaged shipments and reserves the right to return at the Supplier's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the item(s). The Supplier is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as requested.

**16. CREDIT TERMS:**

Proposers shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

**17: SELLERS INVOICE:**

Invoices shall be prepared and submitted in duplicate to designated facilities at time of delivery. Separate invoices are required for each delivery. Invoices shall contain the following information: facility account number and name, item number, invoice number, brand and description of supplies or services, pack size, quantity, unit price, extended totals, and total charge.

**18. TAX EXEMPT:**

The District is exempt from Federal, State, and local taxes by **#KSF2LEKBLQ**. Sites of all transactions under the order(s) that shall be derived from this RFP are located within the State of Kansas.

**19. SAFETY:**

All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

**20. DISCLAIMER OR LIABILITY:**

The District will not hold harmless or indemnify any supplier for any liability whatsoever.

**21. HOLD HARMLESS:**

The contractor agrees to protect, defend, indemnify and hold the BOE, its officers, employees and agents free and harmless from and against all losses, penalties, damages, settlements, costs, charges, professional 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 this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Supplier further agrees to investigate, respond to, provide defense for and defend any such claims, etc. at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**22. LAW GOVERNING:**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

**23. ANTI-DISCRIMINATION CLAUSE:**

No respondent to this RFP shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, sexual orientation, national origin, or religious creed.

**24. DOCUMENT PREPARATION:**

The proposal response shall not contain any material alteration or erasure (KSA 75-3740(B)(3)(d) [https://www.ksrevisor.org/statutes/chapters/ch75/075\\_037\\_0040.html](https://www.ksrevisor.org/statutes/chapters/ch75/075_037_0040.html)). No erasures, "whiteouts" or other changes shall appear on the proposed bid forms, as these are grounds for rejection of bid proposal.



**REQUEST FOR PROPOSAL  
TO  
FURNISH AND DELIVER A CONTRACT FOR DISTRICTWIDE BEVERAGE VENDING, NON-VENDING  
UNIFIED SCHOOL DISTRICT #500 – KANSAS CITY, KANSAS PUBLIC SCHOOLS**

**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

**1. GENERAL SCOPE OF CONTRACT:**

The Board of Education of U.S.D. #500, hereinafter referred to as "District", is seeking to develop a long-term (up to 5 years) partnership for **Full-Service Vending of Beverages, Non-Vending of Beverages and Beverages for the District's Nutritional Services** with a Vendor for all District facilities and District sponsored events. The intent of this proposal is to initiate a process that will result in a beverage vending/sales agreement that will generate revenue to supplement the general fund and support scholarships for graduating seniors in the school District. The District also seeks to consolidated approach to the management, servicing, and accounting of beverage sales in District occupied facilities under a master contract. This Request for Proposal shall be the basis to contract with an organization or individual, hereinafter referred to as "Supplier" or "Vendor", whereby the Supplier will furnish and deliver beverage products to all buildings of the District.

Attached is the Request for Proposal (RFP) to be used for the submission of information requested herein. The RFP Form must be submitted to the Director of Purchasing, by email or through the Vendor Registry Bid Portal. The response to the solicitation must be clearly marked *"RFP 20-022 - Proposal to Provide Full-Service Vending, Non-Vending and Beverages for the Nutritional Services Department"*, no later than the date and time listed on the first page of this solicitation, or as otherwise stated by addenda.

The proposal submitted and the contract, if awarded, shall be in complete accordance with the request for proposal, Kansas City Kansas Public Schools' specifications, all statues, policies, and requirements referenced therein. This proposal would call for the successful Vendor to **provide products to the District in accordance with the guidelines set forth by the Alliance for a Healthier Generation**, endorsed by the American Beverage Associate, Dr Pepper Snapple Group, the Coca-Cola Company and PepsiCo.

To determine the best corporate partner and the exact benefit package the distributor financial contribution that will be required in a partnership agreement, the District has provided the attached Request for Proposals (RFP) document for completion. Please respond to the attached RFP questions as completely as possible. Firms may include sample pictures or drawings to illustrate how the firm is proposing to implement the marketing partnership proposal.

**2. AGENCY DESCRIPTION:**

The District operates approximately sixty-one (61) buildings where vending machines could be located. The District operates thirteen (13) production kitchens and has operations in all non-alternative schools which provide breakfast and lunch to approximately 23,000 students daily and ala-carte items to approximately 6,000 secondary level students daily. The District employs approximately 4,000 staff members and enrolls approximately 23,000 students. District schools

are traditionally open from late August until mid June except for New Stanley Elementary which is in session 12 months. Additionally, the District provides summer school classes at multiple designated sites during the month of June.

### **3. CONTRACT SCOPE:**

The successful Vendor shall have beverage supply rights to include all carbonated and non-carbonated non-alcoholic beverages including but not limited to carbonated soft drinks, mixers, flavored and unflavored packaged waters, fruit juices, fruit juice containing or flavored drinks, fruit punches and aids, isotonic energy and fluid replacement drinks, tea drinks, chocolate drinks and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made, but **excluding** milk, coffee, hot tea, hot chocolate and 4 ounce and 6 ounce breakfast juices required by the National School Breakfast and Lunch Program.

The final product line to be sold on District owned property will be the mutual decision of the school principal or site administrator and the successful supplier.

The estimated yearly vending sales volume averaged over the past five (5) years has been approximately [will be added by addendum] annually. The Nutritional Services Department purchased an additional [will be added by addendum] in annual case sales during the past calendar year. It is intended that the District will make every effort to purchase items in the included categories from the Supplier and will only purchase from an alternate vendor if the Supplier cannot provide the item needed by the time needed. The Supplier shall provide a comprehensive product line that meets the specified needs of the District.

The District shall not be required to provide personnel for selling beverages. However, if the District desires to sell over-the-counter beverages at events with its own personnel, the Supplier shall be required to provide beverages at a cost not greater than the cost provide in this proposal for sale at District or School related events.

- A. Full-Service Vending – Shall supply all locations identified in Point 2., Agency Description, above. Refer to Attachment A for building name, address, student population and number of vending machines currently located at that site.
- B. Non-Vending Concessions - Shall apply primarily to the high schools. However, there are occasional events at the middle schools that may require wholesale concession.
- C. Nutritional Services – Shall apply to all District secondary and elementary schools. Information regarding the number of students served is identified in Point 2., Agency Description and on Attachment A. Invoices for the Nutritional Services Operations are to be sent to: Nutritional Services, 5604 State Avenue, Kansas City, Kansas 66102.

### **4. LOCATION AND TIMES**

All schools and support buildings which currently have vending machines on the premise are listed on Attachment A. All are located in Kansas City, Kansas. Also shown on Attachment A is

the student enrollment for the schools, number of vending machines at that site and hours for delivery.

A school calendar year is developed and approved by the Board of Education each year. Generally, regular session students attend school from mid-August to Early June. All District secondary schools are accessible year-round. One elementary school operates on a 12-month school year (New Stanley Elementary). The District has made a commitment to the community to proactively open all buildings for more community activities during non-traditional school hours. Commitments are in place for many YMCA sports programs using facilities, as well as commitment to the Unified City/County Government for use of pool facilities during the summer.

## **5. RESPONSIBILITIES AND REQUIREMENTS:**

### **A. Insurance/Liability**

- A.1. The successful Vendor will be required to maintain public liability and property damage insurance in a form acceptable to the District. This will include naming the District as an "additional insured entity" on all required insurance coverage or as stipulated in the contract arising from this document. Successful Vendor shall carry and maintain at its sole cost and expense, casualty, liability and property damage insurance to cover its duties and performance hereunder in such amounts, and from a carrier, reasonably acceptable to Kansas City, Kansas Public School District, and shall provide a certificate of insurance evidencing such coverage. Such professional liability coverages shall include Worker's Compensation, in accordance with the State Worker's Compensation requirements, Liability Insurance of \$500,000.00 bodily insurance and \$500,000.00 property damage to protect the Supplier and the School District as their interest may appear, against claims for personal injury or death and damage to the property of others. Each shall be named in the policy or policies as insured. All insurance shall be carried with companies that are financially responsible. If any insurance is due to expire during the contract period, the contractor shall not permit coverages to lapse and shall furnish evidence of coverage to the District.
- A.2. The successful Vendor agrees to indemnify and save harmless the District or any of their dependents, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of the successful vendor.
- A.3. The District agrees to indemnify and save harmless the successful Vendor or any of their dependents, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of the District.

## **6. CONTRACT PERIOD:**

The contract shall be effective, at minimum, from July 1, 2021 and without challenge, will automatically renew June 30, 2022. It is specifically understood and agreed that the contract shall be renewable after June 30, 2022 for up to four (4) successive one-year terms from July 1 through June 30. The Director of Purchasing may terminate the contract at the end of May 2022 by

providing thirty (30) days written notice to the Supplier on or before May 31 each renewable year. Each proposer shall be given an opportunity to provide a proposal for a five (5) year contract and a ten (10) year contract.

Any financial commitment of the District arising out of this contract is subject to annual appropriation by the Board of Education, and any such commitment shall not be considered a multiple fiscal year obligation, except to the extent that the District may elect to pledge adequate reserves to fund such commitment if such pledge is expressly for the purpose of obligating the District to such commitment.

**7. CONTRACT TERMINATION:**

This agreement may be terminated at any time by the District upon sixty (60) calendar days written notice should the District determine that it is not in its best interest to continue the contract and/or the Supplier is not performing within the provisions and intent of this agreement.

This agreement may be terminated by the Supplier with (60) days written notice for failure by the District to comply with contract terms. Upon receipt of the termination notice, the District shall have twenty (20) days to correct non-compliance issues. If compliance is achieved, the Supplier shall cancel the termination notice.

**8. PRICING ADJUSTMENTS**

Price increases may only be requested annually for full-service vending, non-vending and/or Nutritional Services by submitting a written request to the Director of Purchasing no later than 90-days prior to the end of each fiscal year, for the increase to be effective for the following year. Price increases will be granted only in the event and to the extent that documented evidence is presented indicating a change in the cost of the raw products.

**9. CONTRACT IMPLEMENTATION:**

Deliveries to the District will begin January 15, 2021 at the latest.

**10. AUDITING:**

Throughout the life of the contract, the District reserves the right to conduct audits a maximum of two (2) times per contract year. A maximum of fifteen (15) items will be reviewed per audit. Audits shall verify that costs and amounts invoiced are in accordance with the terms of this agreement. Such audits will not unreasonably interfere with the conduct of the Supplier's business. The Supplier shall promptly reimburse the District for any and all overcharges disclosed by any such audit.

**11. WORK STOPPAGES:**

The bidder guarantees delivery to the District regardless of any organized work stoppages.

## **12. USAGE ESTIMATES:**

The District will provide to the Supplier, as a part of this proposal, an estimated product quantity which is intended only as a useful guide, and do not imply guarantee on the part of the District to purchase stated quantity as a minimum or maximum.

## **13. DELIVERY SCHEDULE:**

Vending machines shall be filled as required to assure product availability. High schools will typically require two (2) deliveries a week, middle schools two (2) deliveries a week, and elementary and other support buildings not less than one (1) delivery per week.

## **14. SERVICE REQUIREMENTS:**

### **A. General Requirements:**

A.1 The successful vendor shall provide soft drinks and related products, equipment, supplies and services as specified herein and in accordance with the terms and conditions of this Request for Proposal.

A.2 The successful vendor shall furnish, deliver, install, service and maintain all required equipment and shall furnish and deliver all required products and supplies as specified herein.

A.3 The successful vendor understands and agrees that the required products, equipment, and supplies will be used in the facilities identified in Addendum A.

### **B. Vending Requirements:**

B.1 Vending Service: This will include all items noted in 3.0 – “Contract Scope” for various locations throughout the District. Equipment will be located at or near existing appropriate utility connections.

B.2 Packaged Product: To various Nutritional Services locations and concession locations throughout the District.

B.3 Should any syrups products be required; they must be premium products. Any flavor or selections added to the successful vendor’s offerings during the term of the contract shall be available to the District at a price consistent with contract prices.

B.4 Successful vendor understands and agrees that all flavor/product selection for each location will be made in by the District in consultation with the vendor.

B.5 Unless otherwise specified by the District, all signs, or other forms of advertisement must be supplies by the vendor. However, all such signs, advertising, etc. must be approved by the District as to location, size and content.

- B.6 American Beverage Association guidelines require District to switch off machines with carbonated beverages located in the cafeteria during lunch service hours.
- B.7 Cooler equipment will be required for cafeterias.
- B.8 Successful vendor shall make deliveries for each facility to the locations of equipment or as specified. Deliveries will typically be made to the receiving areas of each facility or building. On occasion, special events may be scheduled which would require the vendor to deliver ordered products to the locations of the special event if so requested.
- B.9 The successful vendor must submit invoices (for other than vending machine sales) for products ordered to the individual, department, or building who places the order at the address specified by such individual. All invoices must be in accordance with contract prices.
- C. Vending Service – Product for Full-Service Vending: The successful vendor shall comply with the following requirements:
  - C.1 The successful vendor shall furnish, deliver, install, service and maintain at no additional cost to the District all canned and bottled soft drink/water and juiced drink vending machines.
  - C.2 The District will furnish, at its expense, appropriate utility connections for all required vending machines. However, the successful vendor must assist the District in augmenting the vending machines with energy savings devices, as may be required by the District.
  - C.3 The successful vendor shall install the required canned and bottled soft drink/water and juice drink vending machine throughout the District in locations determined by the District. The capacities of such machines will also be determined in conjunction with the District. The successful vendor shall assume all risk and responsibility for any loss, destruction, or damage occurring to the machines or other vending equipment. In the event of any loss due to theft, fire, accident, disruption of utility services, vandalism, spillage, or other similar causes from said machines, the loss shall be borne by the vendor.
  - C.4 The successful vendor shall remove or change the location or capacity of identified canned and bottled soft drink/water and juice drink vending machines as requested by the District. The contractor will be provided with ample lead time in such instances.
  - C.5 The successful vendor must provide vending machines that are the latest in state-of-the-art technology. Any machines deemed by the District to be inadequate or unacceptable must be replaced by the vendor immediately upon request. Machines should have a dollar validator and a multi-price coin mechanism (Coinco or compatible equivalent). Machines provided to the District should dispense a combination of 20 oz. plastic bottles and twelve (12) oz. cans. The décor of all juice drink vending machines must indicate the brand of juice contained therein.

C.6 The successful vendor must, at all times, maintain ample stock of all products dispensed and sold in the vending machines. The District shall have the exclusive right to select the various flavors or kinds of products to be vended. It is the intent of the District to ensure the majority of products vended in the contractor's machines are nationally advertised brand names of first quality. If required in writing by the District the vendor must remove products which do not, in the opinion of the District meet the required criteria and the vendor must furnish additional products in the vending machines as customer demands change and new products become available.

D. Personnel and Service Requirements:

D.1 The successful vendor must service and stock the vending machines according to a schedule which ensures that the vending machines never become empty of any of the products or have products in them which have expired.

D.2 The successful vendor must provide trained, experienced route service/sales personnel for the vending machines. Such personnel must have relevant knowledge, skills, and abilities to provide effective and efficient vending machine service.

D.3 All employees of the successful vendor working on District premises must meet the standards of conduct, appearance, service, and integrity established by the District. The vendor's employees must be courteous to all people encountered while on District premises.

D.4 While on the District premises, the vendor's personnel must wear uniforms and have name badges or similar identification that distinguishes them as employees of the vendor.

E. Account Representative:

The Supplier will have an account representative assigned to the District. The District requires the representative have prior cold drink beverage service experience. The District expects to have regular "on site" contact with this representative. The Account Representative will provide the following services:

E.1. Regularly communicate with the District's representatives to discuss product shortages, substitutions, or other issues

E.2. At the start of the contract, and thereafter at the start of each contract term, the representative shall participate in regular, weekly and/or monthly, meetings, if required, with Director of Purchasing to discuss areas of concern.

E.3. Introduce and demonstrate to the District's management team new products available on the market.

E.4. Resolve the District's complaints and inquiries about various products, including any and all requested documentation from product manufacturer.

E.5. Resolve any problems with the order and delivery schedule or any rebate programs that may be in place.

E.6 Monitor the Vendor-District relationship to better assure a smooth and efficient partnership.

E.7 Coordinate vendor representation for annual district planned events which may require product donation.

F. Quality Assurance:

The Vendor shall provide product specifications and samples free of charge within five (5) working days of District's request. This information shall include the product's nutritional analysis, ingredient listing, etc. Product quality testing will be conducted by the District as may be required.

**15. MAINTENANCE REQUIREMENTS:**

A. The successful vendor must have trained, competent repair persons available to make repairs to the equipment as needed. The vendor must provide the name(s) and telephone number(s) of the assigned service personnel or designated representative so that malfunctions may be reported immediately.

B. Routine Repairs – Vendor's response time for routine repairs should be within twenty-four (24) hours following notification.

C. Failure to respond to service calls in a timely manner, as required by the contract, shall be deemed a material breach of contract duties and shall entitle the District to perform either or both of the following, as deemed in its best interests.

C.1. The District may cancel any portion of the contract affected by the vendor's breach or failure to perform by providing the vendor with written notice of such cancellation. Prior to issuing such notice, if appropriate, the District shall provide the vendor with an opportunity to cure the breach within a reasonable period. Should the District exercise its right to cancel the contract, the cancellation shall become effective on the date specified in the notice of cancellation sent to the vendor.

C.2. The District shall recover from the vendor all lost profits or, when lost profits cannot be determined with certainty, the District shall recover from the vendor an amount equal to twenty-five percent (25%) of all gross sales for each affected operational area for the period affected by the vendor's breach or failure to perform. For the purpose of this paragraph only, gross sales shall be computed by multiplying the highest gross sales for any month for each affected operational area by the number of months the contract is affected by the contractor's breach or failure to perform. The District's recovery shall be equal to twenty-five percent (25%) of that amount.



## 16. PROPOSAL CONTENTS AND FORMAT:

- A. Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format may result in elimination from proposal evaluation.
- A.1. Cover letter – Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the Beverage Distributor.
  - A.2. Table of Contents – Clearly identify material contained in the proposal by section and page number.
  - A.3. Introduction – Describe and demonstrate an understanding of the partnership concept and objective described in this RFP and overall approach to the partnership, including the relationship and objectives to be achieved by the beverage provider/distributor. Outline the proposal foundation.
  - A.4. Proposal Details – Describe the details of the proposal, addressing at a minimum facility and event coverage, marketing efforts, District responsibilities, agreement details, and revenue details. Specifically address the following questions:
    - A.4.a. What vending opportunities are you seeking? How many sites? How many machines per site? Have you identified specific locations? What non-traditional sites have worked well for your company? What products would be included at these Sites? What are the top selling vending items you would include? Within your industry what kinds of product lines will be forthcoming in the years ahead?
    - A.4.b. Describe in detail your proposal including specific terms and payment structures.
    - A.4.c. Describe the language you wish to have included in the proposed agreement regarding territory and category exclusivity.
    - A.4.d. How do you plan to support your investment in this program? Will you partner with other companies in supporting this contract?
    - A.4.e. What signage locations and types of signs will you require to meet your marketing objective and justify the value of your investment in a District marketing partnership program? Attach drawings and rendering if available.
    - A.4.f. Are there additional points of sale and /or concession opportunities you are requesting to be included in the proposed agreement? If so, please describe where and what type?
    - A.4.g. What is the extent of access you wish regarding on-site promotional opportunities? Include the types of events, special exhibits, kiosks, or

promotional programs you would be implementing. What District facilities do you wish access to for this purpose? Describe the things you are requesting the District provide in order to conduct these activities.

- A.4.h. Identify any contributions (monetary or otherwise), enhancements and/or promotional discounts which may be made or offered for programs, or events sponsored or administered by the District or facility, describe the circumstances in which these would apply and specifically identify any related contingences.
  - A.4.i. Why is it in the best interest of the District to choose your firm over any other competing firms for this category of corporate partner for the District's marketing program?
  - A.4.j. Project Management and Monitoring – Describe the proposed management structure, organization of contracting group, and facilities available. Describe the procedures to be utilized during the term of the agreement to monitor effectiveness and results.
  - A.4.k. District Resources – Describe the District services and staff resources needed to supplement contractor's activities to achieve identified objective(s) and what access to District publications, facilities or other District operation you envision being included in the agreement.
  - A.4.l. Assigned Personnel – Identify the principals having primary responsibility for implementing the proposal.
  - A.4.m. Subcontractors – If subcontractors are to be used, identify each of them in the proposal. Describe the work to be performed by them and the number of hours or the percentage of time they will devote to the project
- A.5. Financial Commitment – Proposals should be designed to provide the maximum financial benefits to the District. Vendors' proposals should include Vendor's plan to compensate the District in each of the categories listed below:
- A.5.a Sales Commission – The proposer shall state the percentage of the sale of each product that will be paid to the District as a sales commission. The District will not consider proposals that require minimum sales as a condition to receive sales commissions. The proposer shall state whether it will pay the District a minimum amount per year in sales commissions regardless of sales volumes. Proposal should include projections of profits, rebates, bonuses, commissions, and/or other benefits related to product purchase and resale, for each year of the proposed contract, with an express indication of the anticipated volume of sales and the wholesale and retail prices on which the projections are based.
  - A.5.b Additional Value – The proposer shall state if it is willing to provide a financial commitment to the District. Examples include providing a minimum amount

of the product at no cost to the District for District or special functions, including a specific district program, project, or activity and/or other District needs or functions.

A.5.c Public Service Contribution – The proposer shall state if it plans to use the fronts of machines and/or develop other promotional opportunities to education the Kansas City, Kansas community about issues of public concern. Examples include the environment, smoking, drugs, and education. The District retains the right to approve any and all artwork, messages and the general appearance of the machine fronts.

A.5.d Proposers are encouraged to submit multiple proposals or to submit a single proposal containing different options for the District’s consideration. Proposals may be premised on any one of the following benefits or may propose multiple, alternative combinations for such benefits: an upfront fee paid to the District, an annual fee paid to the District, a rebate for products purchased from the successful vendor, a steeply-discounted product purchase price or other benefits. The District shall have the exclusive authority to determine the use of all funds generated by a contract.

A.6. Operation Plan – The proposer shall provide a comprehensive plan that illustrates how it intends to ensure the success of this contract. Each proposal should address the following topics, but proposers may add any additional information that will improve the proposed operational plans.

A.6.a. Pricing – The proposer shall include in its proposal a vending price structure that will stimulate sales and maximize revenue to the proposer and to the District. Proposal should indicate the commission rate payable on products vended from “full-service” machines. The proposer must provide a pricing analysis which demonstrates the optimal pricing structure within the District. The proposals must indicate initial prices charged by the vendor for “drop shipment” orders as well as the maximum amount by which such prices may increase during the contact term, if any. The successful vendor agrees to this condition by signing its bid.

A.6.b. Product Mix – The proposer will provide a recommended product sales mix for all products intended for sale under the proposed contract. Separate explanation should be submitted for each type of sales as listed below.

A.6.c Vending Machine Products – Provide a complete list of products intended to be vended through this contract. The proposal shall include the following information:

- Product name (include all flavors as applicable)
- Product sizes
- Proposed commission for each product and product size
- Nutritional Information

A.6.d Case Sales – Provide a complete list of products intended to be sold by case sales. The proposal shall include the following information:

- Product, including all flavors available
- Product size
- Number of units per case
- Percentage of commission per case (including separate commission rate if rates vary between products)

A.7. Proposal should include an example of the following requested report. The successful vendor agrees to provide the District with a copy of a monthly revenue and commission report covering the activities of each machine in an aggregate report, by school location. The report should include location, machines, product, units sold, total gross sales and the District's commission. The District shall receive such reports for the monthly period, no later than fifteen (15) calendar days after the first day of the new month.

**17. PROPOSAL EVALUATION:**

A. The evaluation panel comprised of District representatives may evaluate all proposals to determine responsiveness to the RFP. The panel may recommend a proposal to the Board of Education for final approval of the contract. The District does not obligate itself to accept the lowest cost proposal, the greatest benefit proposal, or any other proposal. The District reserves the right to reject any and all proposals, and shall have no liability whatsoever to any supplier whose proposal is not accepted. Proposals may be evaluated on the following criteria:

- A.1. Thoroughness of proposal and completeness of response
- A.2. Total value of the revenue package offered
- A.3. Innovation and creativity demonstrated in approach to revenue package
- A.4. Positive nature of impression projected by proposed marketing program
- A.5. Performance on agreements of similar size with other governmental agencies
- A.6. During the selection process, the evaluation panel may wish to interview proposals with the highest score.

B. All questions regarding this proposal shall be addressed to the following individual:

Wayne Correll, Director of Purchasing  
Email: [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org)

C. Failure of the proposer to adhere to the above requirement may result in disqualification of said proposal.

D. An award shall be made, if any, to the responsible vendor whose proposal is deemed, in the exclusive judgment of the District, to be most advantageous to the District, with benefits and other factors considered.

**18. CONTRACTUAL PROVISIONS:**

- A. The contents of the RFP submissions, as appropriate, become part of the final contract. All drawings, specifications and cost estimates prepared by the selected firm specifically in performance of this contract shall become the property of the District and shall be delivered to KCKPS as requested. Ownership of the documentation and records must reside with the District. This contract shall be binding upon the successors and assigns of the parties hereto. It is a requirement of the proposal that only a single contract with one vendor for services, etc. shall be acceptable.

**19. CONTACTOR UNDERSTANDINGS AND OBLIGATIONS:**

- A. Proposers should understand that the issuance of this Request for Proposal does not create any obligation on the part of Kansas City, Kansas Public Schools to enter into any contract or undertake any financial obligations with respect to the equipment and services referred to herein. There will be a public opening for the proposals received, and there will be no discussions with Proposers except for the purpose of clarifications of a proposal until the evaluation of the proposals has been completed.
- B. Proposers shall be obligated to exercise the highest standard of care in performing its obligations. Suppliers shall demonstrate to Kansas City, Kansas Public School District's satisfaction that it is of sound financial condition.
- C. Proposers are expected to examine any bid documents, specifications, or other requirements, schedules and instructions included in the proposal package. Failure to do so will be at the Proposers risk.
- D. All services shall be performed in a thorough manner according to the highest standards of care within the industry and shall be subject to inspection and acceptance by the Kansas City Kansas Public Schools.
- E. The successful Vendor shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work required. The contractor shall also obtain all permits and licenses required for the performance of work under this contract. The contractor shall perform all work in accordance with applicable permits and licenses.
- F. The Supplier shall provide a toll-free telephone number for the District's use in contacting the Supplier's personnel. If a fax number is provided, it must also be toll free.

**20. COMPLIANCE WITH ALLIANCE FOR A HEALTHIER GENERATION**

- A. The Alliance for a Healthier Generation has developed guidelines to serve as the beverage criteria for its Healthy Schools program. The District intends to comply fully with the beverage guidelines as established by the Alliance for this contract. As such, the proposers are expected to respond to school requests by providing only those beverages that meet the specifications as outlined by the Healthy Schools Program. Note that this applies to any items available to locations where students have access. This is not a requirement of

locations where students do not have access (i.e. teacher's lounge areas, public concession areas, etc.)

- B. High School Child Access Areas can sell the following:
  - B.1. Water
  - B.2. No or low-calorie beverages with <11 cal. /8 oz. (i.e. diet sodas, unsweetened or diet teas, low calorie sports drinks, fitness water, flavored waters, seltzers)
  - B.3 12 oz. servings of milk, light juice, juice and sports drinks (i.e. fat free or low fat milk and nutritionally equivalent milk alternatives, fat free or low fat nutritionally equivalent flavored milk with <151 calories/8oz., 100% juice with no added sweeteners with <121 calories/8oz., light juices and sports drinks with <677 cal/8oz.)
  - B.4 Greater than 50% of beverages are water and no or low-calorie options
- C. Middle School Child Access Areas can sell the following:
  - C.1 All items qualifying under the Elementary Guidelines except juice and milk that meet the elementary school criteria may be available in 10 oz. servings.
- D. Elementary School Child Access Areas can sell the following:
  - D.1 Water
  - D.2 Milk and juice in less than 9 oz. serving containers (i.e. fat free or low fat milk and nutritionally equivalent milk alternatives, fat free or low fat nutritionally equivalent flavored milk with <151 calories/8oz., 100% juice with no added sweeteners with <121 calories/8oz.)
- E. This policy does not apply to School-Related Events where parents and other adults are a significant part of an audience or sell beverages as boosters during intermissions, as well as immediately before or after such school-related events. It does not include vending in areas not accessible to children.

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## **Snack Vending**

### **General**

The District will entertain proposals for vended snack products. The District currently does not maintain a comprehensive agreement over vended snack products. Each location is currently responsible for the establishment of their own snack vending arrangements. This has created a group of agreements, binding, and non-binding, which may/will eventually be replaced by a solution offered on this portion of the proposal.

The District intends to partner with a Vendor to make incremental changes to the expansion of a single snack vending agreement. The proposer will need to review the District's current vending program and provide a proposal for incremental changes to create a more comprehensive program to the District's current situation.

### **Price Structure, Incentives and Marketing**

The District would anticipate that vending machines located in student access areas would be supported by a strategic price structure that encourages students to select more products appropriate to the Dietary Guidelines for Americans. Prices should take into account pricing for comparable products at local convenience stores and neighboring school districts.

Proposals may also describe other incentives that are planned to influence student selections. Other incentives might include but are not limited to convenience, accessibility, contests, and prizes.

Key placement of machines and of products within machined could be addressed in the proposals. Machines located in areas where students would have restricted access may contain product mix and product lines agreed upon with the building or department administration.

### **Equipment and Placement**

The proposal must include a full-service vending program with appropriate vending equipment at no cost to the District. The Vendor shall install, service, and upgrade equipment to ensure optimal working conditions, including efficient electrical usage. All machines shall be capable of accepting dollar bills, credit/debit cards (District Wi-Fi available), be equipped with anti-theft technology, and must meet local and state health and safety requirements.

The proposal should include a list of the machines to be furnished, with catalog pictures and specifications, including product capacity and service plan for maintenance and repair. All equipment will remain the property of the Vendor.

The District will be placing vending equipment as it works through existing agreements, a detailed equipment placement plan will not be required at this time. However, at the time of placement of equipment by the successful proposer, the District reserves the right to accept, modify or reject proposed strategies for the placement of vending equipment throughout the term of the contract.

The District assumes responsibility for provision of electrical service where the vending equipment will be installed.

### **Operational Plan and Contract Management**

Proposer must present a strategic operational plan that includes the following:

1. Administrative guidelines and procedures, including key account contacts, operational and financial reporting procedures, and performance measurement tools.
2. Plan for operational transition of District's vending operation, including estimated timeline.
3. Marketing plan for the enhancement of vended sales.

### **Proposer Expectations**

The District requires Proposer to provide its specific expectations regarding the nature and scope of the proposed contract. Expectations might include such concerns as advertising rights, use of district logo, access to student information, sales incentives, and exclusivity of the snack vending contract.

**Commissions**

Commission rates should be based on a percentage of gross sales for each product or product category, at the proposed vending price. The proposal must project annual growth and sales volume based on the proposed product mix and pricing strategy.

Proposed commission rates for each product or product category must be provided on an attached form, proposed products /commissions, or on a spreadsheet providing the identical categories of information.

**Experience and References**

Same requirements as the original RFP document.

**Liability and Insurance**

Same requirements as the original RFP document.

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## Attachment A – Facilities

<b>High Schools</b>					
<b>Location</b>	<b>Address</b>	<b>Enrollment</b>	<b>Staff</b>	<b>Units</b>	<b>Vending Hours</b>
FL Schlagle HS	2214 N. 59th St.	895	128		7 AM to 4 PM
JC Harmon HS	2400 Steele Rd.	1,488	138		7 AM to 4 PM
Sumner Academy	1610 N. 8th St.	1,122	126		7 AM to 4 PM
Washington HS	7340 Leavenworth Rd.	1,017	123		7 AM to 4 PM
Wyandotte HS	2501 Minnesota Ave.	1,681	163		7 AM to 4 PM
Fairfax Learning Center	813 Barnett				7 AM to 4 PM

<b>Middle Schools</b>					
<b>Location</b>	<b>Address</b>	<b>Enrollment</b>	<b>Staff</b>	<b>Units</b>	<b>Vending Hours</b>
Argentine MS	2123 Ruby Ave.	686	75		7 AM to 3:30 PM
Arrowhead MS	1715 N. 82nd St.	466	72		7 AM to 3:30 PM
Carl B. Bruce MS	2100 N. 18th St.	934	78		7 AM to 3:30 PM
Central MS	925 Iwanda St.	716	74		7 AM to 3:30 PM
Gloria Willis MS	1735 N. 64th Ter.	742	86		7 AM to 3:30 PM
Eisenhower MS	2901 N. 72nd St.	666	81		7 AM to 3:30 PM
Rosedale MS	3600 Springfield St.	555	77		7 AM to 3:30 PM

<b>Elementary Schools</b>					
<b>Location</b>	<b>Address</b>	<b>Enrollment</b>	<b>Staff</b>	<b>Units</b>	<b>Vending Hours</b>
Banneker	2026 N. 4th St.	254	42		8 AM to 4 PM
New Chelsea	1835 N. 25th St.	511	68		8 AM to 4 PM
Claude Huyck	1530 N. 83rd St.	287	35		8 AM to 4 PM
Douglass	1310 N. 9th St.	265	40		8 AM to 4 PM
Emerson	1429 S. 29th St.	165	30		8 AM to 4 PM
Eugene Ware	4820 Oakland Ave.	248	34		8 AM to 4 PM
Francis Willard	3400 Orville	402	60		8 AM to 4 PM
Frank Rushton	2605 W. 43rd St.	278	46		8 AM to 4 PM
Grant	1510 N. 4th St.	362	41		8 AM to 4 PM
Caruthers	1100 Waverly Ave.	317	45		8 AM to 4 PM
Hazel Grove	2401 N. 67th St.	538	61		8 AM to 4 PM
JF Kennedy	2600 N. 72nd St.	450	57		8 AM to 4 PM
John Fiske	625 S. Valley Ave.	333	39		8 AM to 4 PM
Lindbergh	641 N. 57th St.	229	49		8 AM to 4 PM
Lowell Brune	2220 N. 89th Ter.	448	53		8 AM to 4 PM
ME Pearson	310 N. 11th St.	575	73		8 AM to 4 PM
Mark Twain	2300 Minnesota Ave.	265	38		8 AM to 4 PM
McKinley	1301 Armstrong Ave.	316	39		8 AM to 4 PM
New Stanley	3604 Metropolitan Ave.	274	50		8 AM to 4 PM
Noble Prentis	2337 S. 14th St.	243	33		8 AM to 4 PM
Morse Early Childhood	912 Baltimore St.		32		8 AM to 4 PM
Quindaro	2800 Farrow Ave.	332	44		8 AM to 4 PM
Silver City	2515 Lawrence Ave.	275	41		8 AM to 4 PM
Stony Point North	8200 Elizabeth Ave.	317	58		8 AM to 4 PM
Stony Point South	2515 Lawrence Ave.	266	37		8 AM to 4 PM
TA Edison	100 Locust Ave.	203	42		8 AM to 4 PM
Welborn	5200 Leavenworth Rd.	526	60		8 AM to 4 PM
West Park	2600 N. 44th St.	466	42		8 AM to 4 PM
Whittier	295 S. 10th St.	517	63		8 AM to 4 PM
Fairfax Campus	3101 N. 10th St.		15		8 AM to 4 PM

<b>Administration &amp; Support</b>				
<b>Location</b>	<b>Address</b>	<b>Staff</b>	<b>Units</b>	<b>Vending Hours</b>
Art Lawrence Stadium (Harmon HS)	2400 Steele Rd.	0		7 AM to 4 PM
Bridges Educational	3016 N. 10 <sup>th</sup> St.	29		8 AM to 4 PM
Transportation Department (North)	6126 Parallel Pkwy.	142		7 AM to 4:30 PM
Transportation Department (South)	1528 Meadowlark Ln.	141		7 AM to 4:30 PM
Central Office & Training Center	2010 N. 59 <sup>th</sup> St.	258		7:30 AM to 5:00 PM
Public Library - Main	625 Minnesota Ave.	45		8 AM to 4 PM
North Central Office	2220 N. 59 <sup>th</sup> Street	167		8 AM to 4 PM
Nutritional Services	5604 State Ave.	195		6 AM to 4 PM

Note: The final count of vending equipment for all locations will be agreed upon by the successful contractor and the District.

# ATTACHMENT B

## **Beverage Vending Supplier Profile**

**All Questions on This Form Must Be Addressed by The Contractor in Order For this Qualification Form to Be Properly Completed. Failure by The Contractor to Answer Any Question(s) or Comply with Any Directive Contained in This Form May Be Used by Unified School District No. 500 As Grounds to Find Them Ineligible In Regard To This Evaluation. If A Question or Directive Does Not Pertain to Your Organization in Any Way, Please Indicate That Fact with The Symbol "NA".**

For Additional Space, Add Pages, and Indicate Reference Number (i.e., 2, 2.1, ETC.) To Correspond with Each Question. Please Indicate with Index Reference, Tab or Otherwise to Indicate Exactly Where Your Answer to Each Question Is Located in Your Response.

1. Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

1.1 Names and Titles of Two Contact People

1) \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

2) \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

1.2 Submittal is for:

Parent Company: \_\_\_\_\_ Division: \_\_\_\_\_ Subsidiary: \_\_\_\_\_ Branch Office: \_\_\_\_\_

1.3 List any division or branch office which are to be included in the Prequalification Rating (attach separate list if more than one is to be included).

Name of entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

2. Date Prepared: \_\_\_\_\_

3. Type of Firm:

Corporation: \_\_\_ Partnership: \_\_\_ Sole Ownership: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

4. Federal Employer Identification Number: \_\_\_\_\_

5. Year Firm was Established: \_\_\_\_\_

6. Name and Address of Parent Company, if applicable.

\_\_\_\_\_  
\_\_\_\_\_

7. Former Firm Name(s), if applicable.

\_\_\_\_\_  
\_\_\_\_\_

8. Indicate if your firm is a recognized Minority Business Enterprise:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

8.1 If yes, please indicate the appropriate category.

American Indian \_\_\_\_\_ Asian-American \_\_\_\_\_ Black \_\_\_\_\_

Spanish Surname \_\_\_\_\_ Female-Owned \_\_\_\_\_ Other \_\_\_\_\_

9. Indicate in the three-year summary of total contract values for beverage distribution work.

2017 - \$ \_\_\_\_\_

2018 - \$ \_\_\_\_\_

2019 - \$ \_\_\_\_\_

10. Corporate background/historical data.

10.1 How many years has your firm been in business under its present business name?

\_\_\_\_\_ years

10.2 Indicate all other names by which your organization has been known and the length of time known by each name.

\_\_\_\_\_  
\_\_\_\_\_

10.3 How many years has your firm been offering beverage distribution services?

\_\_\_\_\_years

10.4 Please identify all states in which your firm is legally qualified to do business.

\_\_\_\_\_

10.5 Please list all certifications and accreditations that your firm has which relate to document scanning service work.

\_\_\_\_\_

\_\_\_\_\_

10.6 Please provide the names of the organizations, with individual's names and phone numbers, of contracted work of comparable size and scope to that called for in this bid document. Governmental entities are preferable.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment C**  
**UNIFIED SCHOOL DISTRICT NO. 500**  
**PURCHASING DEPARTMENT**  
**2010 N. 59TH STREET, ROOM 370**  
**KANSAS CITY, KANSAS 66101**  
**PHONE: 913-551-3200 FAX: 913-551-3217**

Vendor Name: \_\_\_\_\_

**1. Certification**

- 1.1 The undersigned agrees to furnish professional services to Unified School District No. 500 in compliance with this bid, special provisions, and specifications.
- 1.2 By submission of this bid document, the bidder certifies:
  - A. Information in this bid has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
  - B. Information in the bid has not knowingly been disclosed by the bidder, and will not be prior to award, to any other bidder.
  - C. No attempt has been made, nor will be by the bidder, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The individual signing this bid certifies that he/she is authorized to represent the company offering and is legally responsible for the decision as to the information and supporting documentation provided.
- 1.4 Assigned company representative as required in the General Terms and Conditions, Page 12, Parts E.

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

- 1.5 Qualification/Bid information will be held firm for 180 days.

1.6 Check to acknowledge receipt of addendum and/or amendment \_\_\_\_\_, if applicable.

1.7 Check to acknowledge submittals are enclosed:

- A. \_\_\_\_\_ Original and 5 copies for five (5) year agreement
- B. \_\_\_\_\_ Attachment B completed
- C. \_\_\_\_\_ Attachment C completed
- D. \_\_\_\_\_ Attachment D completed
- E. \_\_\_\_\_ Attachment E completed
- F. \_\_\_\_\_ Sample Invoice
- G. \_\_\_\_\_ Sample Contract
- H. \_\_\_\_\_ Notarized Authorization

**Authorization**

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Notary**

Mr./Mrs. \_\_\_\_\_ being duly sworn depose and says that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_, Contractor(s)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## Attachment D

### Full-Service Vending – Alliance Compliant

Product	Size	Varieties	Vending Price	Commission Per Unit
Milk	8 oz.		\$	\$
Milk, Flavored	8 oz.		\$	\$
Water			\$	\$
Juice	8 oz.		\$	\$
Milk	10 oz.		\$	\$
Milk, Flavored	10 oz.		\$	\$
Juice, 100%	10 oz.		\$	\$
Milk	12 oz.		\$	\$
Milk, Flavored	12 oz.		\$	\$
Juice 100%	12 oz.		\$	\$
Diet Soft Drinks	8 oz.		\$	\$
Isotonic Drinks	8 oz.		\$	\$
Water/Fitness	8 oz.		\$	\$
Water/Flavored	8 oz.		\$	\$
Tea	8 oz.		\$	\$



### Full-Service Vending – Other

Product	Size	Varieties	Vending Price	Commission Per Unit
<b>Soft Drinks</b>	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
	12 oz.		\$	\$
<b>Soft Drinks</b>	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$
	20 oz.		\$	\$

## Attachment E

### Non-Vending – Alliance Compliant

Product	Size	Varieties	Vending Price – Case	Case Quantity
Milk	8 oz.		\$	Per Case
Milk, Flavored	8 oz.		\$	Per Case
Water			\$	Per Case
Juice 100%	8 oz.		\$	Per Case
Milk	10 oz.		\$	Per Case
Milk, Flavored	10 oz.		\$	Per Case
Juice, 100%	10 oz.		\$	Per Case
Milk	12 oz.		\$	Per Case
Milk, Flavored	12 oz.		\$	Per Case
Juice 100%	12 oz.		\$	Per Case
Diet Soft Drinks	8 oz.		\$	Per Case
Isotonic Drinks	8 oz.		\$	Per Case
Water/Fitness	8 oz.		\$	Per Case
Water/Flavored	8 oz.		\$	Per Case
Tea	8 oz.		\$	Per Case

### Non-Vending – Other

Product	Size	Varieties	Vending Price – Case	Case Quantity
<b>Soft Drinks</b>	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
	12 oz.		\$	Per Case
<b>Soft Drinks</b>	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case
	20 oz.		\$	Per Case







## ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
  - a. The term "bid request" means a solicitation of a formal sealed bid.
  - b. The term "bid" means the price offered by the bidder.
  - c. The term "bidder" means the offeror or Contractor.
  - d. The term "U.S.D. 500" means Unified School District No. 500.
  - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59<sup>th</sup> Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional 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 this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
  - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
  - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
- A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
    - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
    - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
    - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
    - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
    - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
    - (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.
      - For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
        - (a) Best's Rating not less than A, and
        - (b) Best's Financial Size Category not less than Class VII



- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.
- B. Worker's Compensation and Employer's Liability Insurance  
 The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.
- |                                |                           |
|--------------------------------|---------------------------|
| Worker's Compensation.....     | Statutory                 |
| <u>Employer's Liability</u>    |                           |
| Bodily Injury by Accident..... | \$1,000,000 each accident |
| Bodily Injury by Disease ..... | \$1,000,000 each employee |
| Bodily Injury by Disease ..... | \$1,000,000 policy limit  |
- C. Comprehensive General Liability Insurance  
 The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:
- (1) Comprehensive Form
  - (2) Contractual Insurance
  - (3) Personal Injury
  - (4) Broad Form Property Damage
  - (5) Premises – Operations
  - (6) Completed Operations
- This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.
- D. Automobile Liability Insurance  
 The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.
- (1) Comprehensive Form
  - (2) Owned, Hired, Leased and non-owned vehicles
- If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.
- E. Commercial Crime insurance (when applicable)  
 The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.
26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
- A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
  - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
29. DISQUALIFICATION:
- A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
    1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
    2. Bidder's tendered bid is not received on the District's bid form;
    3. Bidder's tendered bid is not signed;
    4. Required bid bond is not furnished at time of bid opening;
    5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
  - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
    1. Refusal of the bidder to complete a contract or bid;
    2. Bidder's past history of late deliveries or partial/incomplete shipments,
    3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.

30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.
31. **INCLEMENT WEATHER / EMERGENCY:**  
**IF THERE IS A SCHOOL CLOSING THE DAY OF A SCHEDULED BID OPENING DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00 PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.**