



**KANSAS CITY KANSAS PUBLIC SCHOOLS
USD 500**

**BID TITLE: COLD BEVERAGE VENDING/SUPPLY CONTRACT
RFP Number: 15-031**

Date Issued:	6-19-15
Bid Due Date:	7-13-15 2:00 P.M.
Pre-Bid Conference:	NONE
Submit To:	Purchasing Office Attn: Director of Procurement 2010 N. 59 th Street Room 370 Kansas City, KS 66104

Mandatory specifications are enclosed. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

Please be sure to indicate any items that do not meet the written specifications on the products or services that your firm is offering. Please be advised that samples 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 purchasing procedures or terms and conditions, please contact: Robert Young, 2010 North 59th Street, Kansas City, Kansas 66104, telephone (913) 551-3200.

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

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

Standard Terms and Conditions set forth in Attachment E shall prevail unless otherwise modified by U.S.D. 500 within this bid document.

SECTION 1. INTRODUCTION AND ANNOUNCEMENT FOR PROPOSALS

INTRODUCTION:

The Board of Education of the Kansas City Kansas Public Schools/USD 500 (the "District") is seeking bids for:

COLD BEVERAGE VENDING/SUPPLY CONTRACT

NOTICE TO BIDDERS:

The sealed Proposal shall be received in the Purchasing Office of the Kansas City Kansas Public Schools, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104, no later than:

July 13, 2015 at 2:00 p.m.

<p><u>Pre-Bid Conference</u></p>

<p>None</p>

Copies of this solicitation document may be obtained from the District's website at <http://kckps.org/> under "Requests for Proposal", or from the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104 between 8:00 AM and 4:00 PM.

The District reserves the right to accept or reject any or all Proposals and to waive any irregularities at its sole discretion. The District also reserves the right to negotiate with selected firms regarding pricing and any fee structures. All information included in a Proposal may be incorporated, at the District's sole option into the contract entered into between the District and the successful bidder. Any contract awarded as a result of this solicitation will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

SECTION 2. SERVICES

2.1 This project entails the scope of work identified in Attachment A.

SECTION 3. INSTRUCTIONS TO BIDDERS / GENERAL INFORMATION

3.1 Form of Submissions – Each person or entity submitting a response to this solicitation (each "Bidder") should prepare and submit their Proposal in response to this solicitation ("Proposal") in a sealed envelope or box. The Proposal shall contain one (1) original. The package shall be

plainly marked with the Bid Number, Bid Title and due date along with the firm name, and the package shall be address to:

Kansas City Kansas Public Schools Purchasing Office
Attn: Purchasing Manager
Bid No.: 15-031 – COLD BEVERAGE VENDING/SUPPLY CONTRACT
2010 N. 59th Street
Room 370
Kansas City, KS 66104

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before the Bid Due Date and Time identified on the cover page. Each Proposal will be date and time stamped upon receipt in the Purchasing Office. Proposals received after the designated date and time will not be considered and will remain unopened. Proposals must be completed as requested including all required signatures and pertinent information. Incomplete Proposals will result in rejection of the Proposal. If Bidder is a corporate entity, the entity's name must be correctly stated, and the Proposal must include the state of incorporation, and if a foreign entity, proof of registration to transact business in the State of Kansas. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign the Proposal.
- 3.3 Questions about this Solicitation** – All questions regarding this solicitation shall be made electronically via email directed to Robert Young, Director of Procurement Operations at bob.young@kckps.org . The subject line of the email shall begin with the word "Question" and identify the Bid number and title. Failure to provide the RFP number in the email will cause the question to be rejected as unanswerable. Any questions submitted after the dates and times listed on the cover page (if applicable) shall not be considered or answered. Questions properly submitted **in writing** prior to the date due will be answered and the answers posted on the District website as an addendum.
- 3.4 Addenda** – The District may revise this solicitation by issuing written addenda. Addenda will be posted to the District's website <http://kckps.org/> under "Invitation for Bids". Interested persons or entities are encouraged to check the District's website frequently for addenda to this solicitation. Bidders are responsible for viewing and understanding information in addenda to the same extent as this solicitation document. All addenda will be communicated to bidders by posting to the District's website.
- 3.5 Taxes** – Bids shall not include Federal Excise Tax, Transportation Tax, and/or State Retail or Sales Tax in its Proposal. The District is exempt and such taxes to not apply.
- 3.6 Compensation** – Bidders are cautioned that items and/or services must be furnished to the District at the price submitted. No price increase will be permitted, unless otherwise agreed to by the parties under the contract.
- 3.7 Grievances** – Any complaints or grievances arising from this solicitation shall be submitted in writing to: Kansas City Kansas Public Schools Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104

SECTION 4. PROPOSALS

4.1 Scope – The scope of work for this solicitation is set forth in Attachment A.

4.2 Qualifications/Certifications/Resume/Operations Plan (Part I)

The following information should be provided in Part 1 of the Proposal. The documents should be clearly marked: "Part 1 – Qualifications"

4.2.1 Bidders should be able to provide (upon request) information addressing each of the following areas:

4.2.1.1 Licensing and certification in the field of the requested services.

4.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services is pending or has been resolved within the past twelve (12) months.

4.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past twelve (12) months.

4.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a bidder. This section shall not be interpreted to require the disclosure of information shielded from disclosure by any state or federal statute and/or court order.

4.2.2 Bidder Identification

4.2.2.1 Bidder Name (Person or Entity)

4.2.2.2 Bidder Address

4.2.2.3 Name and Title of Bidder Authorized Representative

4.2.2.4 Bidder Telephone Number

4.2.2.5 Bidder Fax Number

4.2.2.6 Bidder Authorized Representative Email Address

4.2.2.7 Include the foregoing information for each person/entity that is part of the project team for this Proposal.

4.2.3 Bid Response Elements

4.2.3.1 Entity Qualifications

4.2.3.2 References (Other School Districts Where Possible)

4.2.3.3 Brief description of entity's experience with providing the requested services

4.2.3.4 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each project team member for this Proposal.

4.3 Cost / Pricing Proposal (Part II)

Use of the provided fee schedule is required (See Attachment A1). Additional may be made at the bottom of the form for clarifications by the Bidder if necessary.

SECTION 5. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 5.1 Bid Opening** – All Proposals received on or before the Proposal Due Date and time shall be opened publicly promptly at the time identified on the Bid Due Date on the cover sheet, subject to change by Addenda, in the conference room designated by the District at 2010 N. 59th Street, Kansas City, KS 66104.
- 5.3 Evaluation** – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of the bidder so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.
- 5.4 Award** – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding, add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a Proposal meeting District specifications. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. Award of bid, if made by the District, will be by action of the Board or Education for the Kansas City Kansas Public Schools Unified School District No. 500 and to the lowest responsive and responsible bidder.

It is understood and agreed that the District guarantees no minimum amount of quantities to be ordered. Unlimited orders within the term of the contract shall be allowed to the District at the prices quoted.

The District reserves the right to award each item individually or by groups of line items.

If two (2) or more identical low bids are received from responsive bidders, the District will determine which bid will be accepted.

All bids submitted to the District shall remain open, valid and subject to acceptance for sixty (60) calendar days after the bid opening.

SECTION 6. MINORITY PARTICIPATION

- 6.1** The District pursues a goal to utilize Minority Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE) where possible in the provision of goods and services to the District, while concurrently maintaining the quality of the goods and services provided to the District through the competitive bidding process.

6.1.1 During the performance of the contract, the Selected Bidder agrees as follows:

6.1.1.1 The Selected Bidder will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The Selected Bidder will ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

6.1.1.2 The Selected Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the selected bidder; state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

6.1.1.3 The Selected Bidder's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the Selected Bidder may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

SECTION 7. RESERVATIONS / STIPULATIONS

7.1 This solicitation does not obligate the District to pay any costs incurred by any respondent in the submission of the Proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this solicitation prior to the issuance of a valid contract under Kansas law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether or not related to the Bidder.

7.2 Careful consideration should be given before confidential information is submitted to the District as part of a Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for purposes of review. Any and all documents submitted by a Bidder may become public record if and when they are submitted to any advisory or legislative public body, or pursuant to the Kansas Open Records Act. The Kansas Open Records Act provides for public access to information the District possesses.

7.3 Bidders acknowledge and agree, by submitting a Proposal, that:

7.3.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by the Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way the District sees fit, in its sole discretion.

7.3.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without the advance written consent of the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and and/or to negotiate the composition of the team.

7.3.3 Adherence to the schedule for the work is of critical importance to the District, and Bidder agrees to dedicate personnel listed in the Proposal to complete the work in accordance with the schedule outlined in this solicitation.

7.3.4 To having read this solicitation in its entirety and agreeing to all terms and conditions set forth herein.

- 7.3.5 The District, and any consultants retained by the District, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement the information contained in respondent's submission, and authorize the release to the District and/or the District's consultants of any and all information sought in the inquiry or investigation.
- 7.3.6 To the best of the Bidder's belief: (A) the prices in the Proposal were arrived upon independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restricting competition as to any matter of agreement or price with any other Bidder; (B) unless otherwise required by law, the prices in the Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening by the District, directly or indirectly, to any other Bidder or competitor; and (C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a Proposal in response to this solicitation for the purpose of restricting competition.
- 7.3.7 The Proposal is made in good faith.
- 7.3.8 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items contemplated under this solicitation, or to the competency of the service provider to perform under any resulting contract.
- 7.3.9 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any action prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 7.3.10 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the United States General Services Administration, Office of Acquisition Policy.
- 7.4 Any misrepresentations or false statements contained in a response to this solicitation or to any request for additional information related to this solicitation, whether intentional or unintentional, shall be sufficient grounds for the District to disqualify respondents from competition for selection at any time.
- 7.5 Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not intended. The District also reserves the right to decide in its sole discretion whether disqualification of the Bidder and/or cancellation of the award should result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based upon an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered

the lowest responsible bid complying with the terms of the bid specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of the specifications.

- 7.6 Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this solicitation, including, but limited to, all reporting and registration requirements. Bidders further agree that this solicitation and any contract awarded pursuant to it will be governed under the laws of the State of Kansas.
- 7.7 **Award in part or in whole is contingent upon available funding.** In the event adequate funds are not appropriated and allocated by the Board of Education, the District reserves the right to cancel any solicitation.

SECTION 8. SPECIAL TERMS AND CONDITIONS

- 8.1 If award is made and contract provided for these publications not later than July 21, 2015, successful bidder will be able to provide finished product to each school by August 30, 2015.

ATTACHMENT A – BID PROPOSAL FORM

**REQUEST FOR PROPOSAL
TO
FURNISH AND DELIVER FULL SERVICE VENDING, NON-VENDING AND BEVERAGES FOR
NUTRITIONAL SERVICES
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 Operations** 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 a 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 sealed and clearly addressed to the Director of Purchasing, Central Office and Training Center, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104. The sealed envelope must be clearly marked “RFP 15-031 – Proposal to Provide Full Service Vending, Non-Vending and Beverages for the Nutritional Services Department no later than **July 8, 2015 at 2:00 p.m.**

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 for by the Alliance for a Healthier Generation**, endorsed by the American Beverage Association, Dr. Pepper Snapple Group, the Coca-Cola Company and PepsiCo.

To determine the best corporate partner and the exact benefit package including the distributor’s financial contribution that will be required in a partnership agreement, the District has provided the attached Request for Proposal (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 (60) building where vending machines could be located. The District operates thirteen (13) production kitchens which provide breakfast and lunch to approximately 15,000 students daily and ala-carte items to approximately 6000 secondary level students daily. The District employs approximately 4,000 staff members and enrolls approximately 22,000 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 a limited meal service during the summer months for summer schools and contracted feeding sites.

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 ales, 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, for 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 principals or site administrator and the successful supplier.

The yearly volume of the account for a recent twelve month period is **7,211 cases of product covered under this agreement**. Of that amount, 5,905 cases of product was the result of vending sales. The Nutritional Services Operations sold another 1,306 cases of product. 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 provided in this proposal for sale at District or School related events.

- A. Full-Service Vending – Shall supply all locations identified in Point 2., Agency Descriptions above. Refer to Attachment F 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 concessions.
- 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 Descriptions and on Attachment F. Invoices for the Nutritional Services Operations are to be sent to Nutritional Services, 2112 N. 18th Street, Kansas City, Kansas 66104.

4. **LOCATION AND TIMES:**

All schools and support buildings which currently have vending machines on the premises are listed on Attachment F. All are located in Kansas City, Kansas. Also shown on Attachment F is a student enrollment for 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 late May. All district secondary schools are accessible year round. One elementary school operates on a 12 month school year. 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 sport programs to use District facilities, as well as commitments to the Unified Government of Wyandotte County 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 contactor 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 from September 1, 2015 and without challenge, will automatically renew August 1, 2016. It is specifically understood and agreed that the contract shall be renewable after August 1, 2016 for four (4) successive one year terms from September 1 through August 31. The Director of Purchasing may terminate the contract at the end of July in 2016, 2017, 2018 and 2019 by providing written notice to the supplier on or before June 30 each renewable year. Each proposer shall be given the 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. CONTRACT IMPLEMENTATION:

Deliveries to the District will begin September 1st. It is understood that the District will have excess inventory to deplete, valued at approximately \$50,000.00. Volume of the contract will be less than normal during the first few weeks while inventory is used.

9. 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.

10. WORK STOPPAGES:

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

11. USAGE ESTIMATES:

The District will provide to 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.

12. 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.

13. DELIVERY SCHEDULE:

Vending machines shall be filled as required to assure product availability. High schools will typically require three (3) 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.
- A.3 The successful vendor understands and agrees that the required products, equipment and supplies will be used in the facilities identified in Attachment 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 location throughout the District.
- B.3 Should any syrup 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 the contract prices.
- B.4 Successful vendor understands and agrees that all flavor/product selection for each location will be made 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 supplied by the vendor. However all such signs, advertising, etc. must be approved by the District as to location, size and content.
- B.6 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 request.
- B.7 The successful vendor must submit invoices (for other than vending machines 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 tall 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 machines 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 (1) 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 services/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 the 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 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 "onsite" contact with this representative. The Account Representative will provide the following services:

- E.1 Regularly communicate with the District's representative 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 the 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 specification and samples free of charge within five (5) working days of the 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 the 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 of time. 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 the twenty-five (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 numbers 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 objectives described in this RFP and overall approach to the partnership, including the relations and objectives to be achieved by the beverage provider/distributor. Outline the proposal foundation.
 - A.4 Proposal Details – Describe the details for 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 our marketing objectives and justify the value of your investment in a District

marketing partnership program? Attach drawings and renderings 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), enhancement 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 operations 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 prove the maximum financial benefits to the District. Vendors' proposals should include Vendors' 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 the 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 to the promotional opportunities to educations in 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 art work, 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 the 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 operation 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 contract 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 sales 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 thorough 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
 - 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 locations. The report should include: location, machines, product, units sold, total gross sales and the school District's commission. The District shall receive such report for the monthly period, no later than 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:

Robert Young
Director of Purchasing
Unified School District 500
2010 N. 59th Street, Rm 370
Kansas City, Kansas 66104
Phone 913-279-2244
Fax 913-551-3253
Email bob.young@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, specification and cost estimates prepared by the selected firm specifically in the 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. CONTRACTOR 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 obligation 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 the 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 proposer's 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 School District.
- E. The successful Vendor shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rule 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 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 programs. 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 the 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 to vending equipment (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 calorie 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/8 oz., 100% juice with no added sweeteners with <121 calories/8 oz., light juices and sports drinks with <677 calories/8 oz.)
 - 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/8 oz., 100% juice with no added sweeteners with < 121 calories/8 oz.)
- 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 school-related events. It does not include vending in areas not accessible to children.
- F. For questions relating to the State of Kansas Wellness Policies refer to information at the following website: http://www.kn-eat.org/SNP/SNP_Docs/SNP_Guidance/Wellness_Policies/Wellness_Policy_Guidelines_Booklet_SY2014-15_NewPicsFINAL.pdf
- G. For question relating to the Alliance for a Healthier Generation refer to information at the following website: <https://www.healthiergeneration.org/>

DIRECTORY OF KANSAS CITY, KANSAS PUBLIC SCHOOLS 2014-2015

2010 N. 59th St., K.C.K. 66104 (913) 551-3200 TOLL FREE (888) 980-8801

Bldg. No.	School Name	Phone	Fax	Principal/Bldg. Coord.	Secretary	Address & Zip Code	Del. Days	Start Time
001	KCKPS CENTRAL OFFICE	279-2244	551-3253	Bob Young	Wayne Correll	2010 N 59TH ST	M-F	8:00
SECONDARY / ADULT / ALTERNATIVE SCHOOLS								
101	J.C. Harmon High	627-7050	627-7185	Geoffrey Markos	Brandi Mendenhall	2400 Steele Rd., 66106	Tu-Fr	7:25
100	F.L. Schlagle High	627-7500	627-7555	Yolanda Thompson	Leatrice Johnson	2214 N. 59th St., 66104	M-Th	7:25
102	Summer Academy	627-7200	627-7205	Jonathan Richard	Phyllis Olbert	1610 North 8th , 66101	Tu-Fr	8:10
104	Washington High	627-7800	627-7850	Dr. Maritza Paul	Chanel Walker	7340 Leavenworth Rd., 66109	M-Th	7:25
106	Wyandotte High	627-7650	627-7700	Mary Stewart	Janice Stoestill	2501 Minnesota Ave., 66102	Tu-Fr	7:25
204	Argentine Middle	627-6750	627-6783	Jereme Brueggemann	Maria Vite	2123 Ruby, 66106	Tu-Fr	7:50
304	Arrowhead Middle	627-6600	627-6654	Laurie Boyd	Michele Jeselnik	1715 N. 82nd St., 66112	M-Th	7:50
306	Central Middle	627-6150	627-6152	Kristen Scott	Griselda Garcia	925 Ivandale, 66101	Tu-Fr	7:50
308	Coronado Middle	627-6300	627-6358	Jewell Ragsdale	Shirley Walston	1735 N. 64th Terr., 66102	M-Th	7:50
309	Eisenhower Middle	627-6450	627-6455	Samia Guess	Nicole McDaniel	2901 N. 72nd St., 66109	M-Th	7:50
312	Northwest Middle	627-4000	627-4052	Dr. Carmest 'Donnie' Mitchell	Monyca Henderson	2400 N. 18th , 66104	M-Th	7:50
206	Rosedale Middle	627-6900	627-6957	Travis Helm	Denise Burnett	3600 Springfield, 66103	Tu-Fr	7:50
314	West Middle	627-6000	627-6053	Elvira Randle	Vicki Pearson	2600 N. 44th St., 66104	M-Th	7:50
493	Bridges/Wyandot Acad.	627-6702	551-3547	Kathy Growney	Roxanne Smith	3101 N. 10th St., 66104	Tu-Fr	7:50
108	Fairfax Learning Ctr	627-6710	627-6734	Mike Harvey/Greenbush	Dana Brown	3016 N. 9th St., 66104	Daily	7:50
710	Juvenile Detention Center	573-8141	573-8120	Gayla Steenberg	Marcella Rios	710 N. 7th St., 66101	Tu-Fr	7:50
	KVC Academy	334-0294	334-5188	Deb Lovern		4300 Brenner Dr., 66104	Daily	9:00
ELEMENTARY SCHOOLS								
404	Banneker	627-4700	627-4776	Dionandre Josenberger	Keanna Booker	2026 N. 4th St. 66101	Tu-Fr	9:00
405	Bethel	627-3000	627-3046	Michael Secler, Interim	Mia Williams	7850 Yecker, 66109	M-Th	9:00
435	Caruthers	627-4750	627-4786	Molly Struzzo	Laura Watson	1100 Waverly, 66104	M-Th	9:00
413	Claude Huyck	627-4650	627-4686	Colleen Dudley	Debra Brooks-Jones	1530 N. 83rd St., 66112	M-Th	9:00
415	Douglass	627-5100	627-5108	Leala Taylor	Celestine Jones	1310 N. 9th, 66101	Tu-Fr	9:00
421	Emerson	627-5900	627-5937	Brett Bernard	Floresenia Medrano	1429 S. 29th St., 66106	Tu-Fr	9:00
423	Eugene Ware	627-5950	627-5986	Collette Chaney	Debbie Wilkins	4820 Oakland, 66102	M-Th	8:30
427	Frances Willard	627-6100	627-6126	Sarah Pike	Evelyn Schick	3400 Orville, 66102	Tu-Fr	8:30
429	Frank Rushton	627-3050	627-3088	Mark Welsh	Lisa Rosa	2605 W. 43rd Ave., 66103	Tu-Fr	9:00
433	Grant	627-4300	627-4303	Janice McConnell	Benitta Jones	1510 N. 4th St., 66101	Tu-Fr	8:30
437	Hazel Grove	627-7000	627-7027	DeeDee Hines	Veronica Cano	2401 N. 67th St., 66104	M-Th	9:00
441	John Fiske	627-4850	627-4876	Josie Herrera	Vickie Stone	625 S. Valley, 66105	Tu-Fr	9:00
439	John F. Kennedy	627-4950	627-4986	Canise Salinas	Heather Lehman	2600 N. 72nd St., 66109	M-Th	9:00
449	Lindbergh	627-5150	627-5176	Dr. Iva Lee Colgan	Donna Greene	641 N. 57th St., 66102	M-Th	9:00
455	Mark Twain	627-5200	627-5246	Sandra Egjdy	Lesley Boyd	2300 Minnesota Ave., 66102	Tu-Fr	8:30
457	McKinley	627-7350	627-7380	Valerie Castillo	Maria Perales	1301 Armstrong, 66102	Tu-Fr	8:30
458	M.E. Pearson	627-3150	627-3176	Susan Hendricks, Interim	Jennifer Schuler	310 N. 11th St., 66102	Tu-Fr	9:00
411	New Chelsea	627-5000	627-5013	Dominic Flora	Andrea Cabrera	2500 Wood, 66104	M-Th	9:00
475	New Stanley	627-3950	627-3976	Ryan Most	Lisa Guzman	3604 Metropolitan, 66106	Tu-Fr	8:15
461	Noble Prentis	627-5250	627-5276	James Poplau	Susan Hurtado	2337 S. 14th., 66103	Tu-Fr	8:30
438	Parker	627-4200	627-4201	Ruth Capell	Faye Johnson	3334 Haskell, 66104	M-Th	9:00
469	Quindaro	627-4400	627-4409	Stacey Chatmon	Lisa Lenoir	2800 Farrow, 66104	M-Th	8:30
474	Silver City	627-4550	627-4576	Dr. Deanne Letourneau	LaTrice Glin	2515 Lawrence Ave., 66106	Tu-Fr	9:00
477	Stony Point North	627-4500	627-4537	Jane Martin	Tonya Brown	8200 Elizabeth, 66112	M-Th	8:30
479	Stony Point South	627-4600	627-4626	Lori Cooper	Vernese Smith	150 S. 78th St., 66111	M-Th	8:30
483	T.A. Edison	627-4900	722-7486	Cindy Cop	Iris Jones	1000 Locust, 66103	Tu-Fr	9:00
489	Welborn	627-4450	627-4477	Dr. Jennifer Malone	Rabiah O'Neal	5200 Leavenworth Rd., 66104	M-Th	8:30
491	White Church	627-4250	627-4276	Bruce Haber	Aubree Wilson	2226 N. 85th St., 66109	M-Th	9:00
495	Whittier	627-6400	627-6449	Geri Cunningham	Irene Trotta	295 S. 10th St., 66102	Tu-Fr	9:00
497	W.A. White	627-6250	627-6282	Angela Wright	Deirdre Gooden-Jiles	2600 N. 43rd Terr., 66104	M-Th	8:30
PRESCHOOL AND HEAD START LOCATIONS								
436	Earl Watson Preschool	627-0360	596-5480	Dennis McCall	Robin Nolan	6611 Waverly, 66104	M-Th	8:45
465	KCK Early Childhood Ctr	627-6590	596-1990	Bev Manlove	Jan Huston	1708 N. 55th St., 66102	M-Th	8:15
458	M.E. Pearson Preschool	627-3150	627-3176	Susan Hendricks, Interim	Jennifer Schuler	310 N. 11th, 66102	M-Th	8:30
459	Morse Early Childhood	627-6550	627-6566	Debi Apple	Linda Ringel	912 S. Baltimore, 66105	Tu-Fri	8:45
800	North Central Office Preschool	627-5400		Heather Turi	Marian Allen	2212 N. 59th St., 66104		8:15
474	Silver City Preschool	627-4550	627-4576	Dr. Deanne Letourneau	LaTrice Glin	2515 Lawrence Ave., 66106	Tu-Fri	9:00
483	T.A. Edison Preschool	627-4900	722-7486	Cindy Cop	Iris Jones	1000 Locust, 66103	Tu-Fri	9:00
	Angel's of Grace	(913) 233-2944		Wanda Bibbs		1220 Troup Ave. Ste B		
	Belrose Manor	(913) 449-9147		Dana Tatum		2940 W. 40 Terr.		
	Children's Campus	(913) 281-2648		Heather Schroberger		444 Minn. Ave. Ste100		
	Douglass Heights	(816) 719-2972		TBA		4108 Lawrence Dr.		
	El Centro	(913) 677-1115		Geralyn		1330 S. 30th St.		
	KSSB	(913) 481-1672		Caroline Mozaffari		11th & State Ave.		
	Kiddie Kollege	(913) 371-1739		Flora Anderson		2400 Maxine Will Dr.		
	Oak Ridge Baptist	(816) 719-2906		Erica Carr		9301 Parallel Pkwy.		
	Quindaro Comm. Center	(913) 281-7920		Mildred Jones		2726 Brown Ave.		
	Rainbow Mennonite	(913) 449-7783		Brandy Peterson		1444 Southwest Blvd.		
	Trinity Community	(913) 568-6341		Katie Lopez		5010 Parallel Pkwy.		
	Uncle Sam's	(913) 551-6690		Val Piggie		500 State Ave.		
	Wyandotte Methodist	(913) 449-7765		Michele Taylor		7901 Oakland Ave.		
SUPPORT LOCATIONS								
	Video Studio	627-2604		Chris Jackson		2220 N. 59th St., Ste 320, 66104	M-F	8:00
	Nursing Facility			Pam Harris		2220 N. 59th St., Ste ??, 66104	M-F	8:00
310	Integrated Arts & Resource Center (IARC)	627-6850	627-6884	Jodie Lin	Teresa Kloiber	1620 S. 21st St., 66106	Tu-Fr	7:30
632	Infant Toddler Program	287-8857	287-5431	Scott Kedrowski	Cheryl Starr	2220 N. 59th St., Ste. 114 , 66104	Daily	8:00
002	Library-South Branch	722-7400	722-7402	Jack Granath	Willia Jones	3104 Strong Avenue, 66106	Daily	9:00
----	Library-F.L. Schlagle	299-2384	299-9967	Jessica Lorenz		4051 W. Dr. Wy.Co.Lake Park	Tu-Fr	-----
004	Library-Main Branch	551-3280	279-2032	Linda Wolford	David Carleton	625 Minnesota Ave, 66101	Daily	9:00
003	Library-Wy West Br	596-5800	596-5806	Laura Loveless		1737 N. 82nd St., 66112	Tu-Fr	9:00
700	Nutritional Services	627-3900	627-3944	Joshua Mathiasmeier	Nicole Humphries	2112 N. 18th St., 66104	Daily	7:30
005	Shop Office	627-3850	627-3894	Doug Clements	Kim Thrasher	2220 N. 59th St., Ste. 229, 66104	Tu-Fr	7:00
	Storeroom	627-3930	627-3949	Dan O'Neal		2116 N. 18th St., 66104	M-Th	7:30
001	Technology & Info Serv.	279-2272	551-3287	Joe Fives	Sandee Sanderson	2220 N. 59th St., Ste. 119, 66104	Daily	8:00
600	Transportation	627-3100	627-3142	Lenora Miller	Priscilla Kelly	6126 Parallel, 66102	Daily	7:30

ATTACHMENT B – BIDDER CHECKLIST

RFP TITLE: COLD BEVERAGE VENDING/SUPPLY CONTRACT

RFP Number: 15-031

	Submitted all information as requested.
	Received and acknowledged all addenda.
	Submitted one (1) original, and one (1) copy of Proposal.
	Signed and dated Cost / Pricing Proposal.
	No conditions or restrictions have been placed by the bidder on the Proposal that would declare it non-responsive.
	Prepared to provide the insurance and/or bond required.
	Submitted a copy of all required certificates and licenses (if any).
	Submitted the Tax Identification Number

BY:

DATE

TITLE:

FIRM:

ATTACHMENT C – NO BID RESPONSE FORM

Note to Vendor:

If your company's response is a "No Bid", KCKPS is very interested in the reason for such response since KCKPS desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

PLEASE INDICATE YOUR REASON FOR RESPONDING WITH A "NO BID"	
	UNABLE TO MEET REQUIREMENTS FOR THIS PROJECT
	UNABLE TO MEET TIME FRAME ESTABLISHED FOR START AND/OR COMPLETION OF THIS PROJECT
	RECEIVED TOO LATE TO REPLY ON: RECEIVED
	PLEASE REMOVE OUR COMPANY'S NAME FROM RECEIVING SIMILAR TYPE SOLICITATIONS
	OTHER (PLEASE SPECIFY):

SIGNED:

BY: _____	DATE _____
TITLE: _____	FIRM: _____
PHONE: _____	EMAIL: _____

ATTACHMENT D – QUALIFICATIONS AND REFERENCES

RFP TITLE: COLD BEVERAGE VENDING/SUPPLY CONTRACT

RFP Number: 15-031

1. QUALIFICATIONS

Indicate your company's qualifications to provide the service/products requested if you have not previously done business with Kansas City, Kansas Public Schools. Include the following information:

- (a) Name, Address, and Telephone number of legal entity with whom the contract would be written and all trade names/assumed names used.
- (b) Organizational structure under which the Proposer's business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc...).
- (c) Name and title of each of the Proposer's principal officers (President, Vice President, Chairperson of the Board of Directors, etc...).
- (d) Federal Employer ID.
- (e) Copy of all licenses or other documentation, which authorizes your company to provide the requested services.
- (f) Other information that may be pertinent to your company's qualifications to provide the requested services.
- (g) Date Founded
- (h) Organizational Structure
- (i) Sole Proprietorship
- (j) Partnership
- (k) Corporation

Ownership Status

- () Independent
() Subsidiary (Name of Parent Organization: _____)

Company History

- (a) Office Locations
- (b) Personnel
- (c) Expertise

2. References

Provide a list of references that will include the following information:

- (a) List at least three (3) references where you are currently providing services. Include the following information:
 - 1) Name of Reference
 - 2) Nature of Business
 - 3) Address
 - 4) Telephone Number
 - 5) Contact Person
 - 6) Number of years your company has provided service
- (b) Other references or information that will provide pertinent information.

ATTACHMENT E – 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 offerer or vendor.
 - 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 59th 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 vendor's expense damaged merchandise even though the damage was not apparent or discovered until after

receipt of the items. The Vendor 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
Employer's Liability	
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.

ATTACHMENT F – PRICING QUALIFICATIONS AND REFERENCES

RFP TITLE: COLD BEVERAGE VENDING/SUPPLY CONTRACT

RFP Number: 15-031

FULL SERVICE VENDING

<u>Product</u>	<u>Size</u>	<u>Varieties</u>	<u>Vending Price</u>	<u>Commission Per Unit</u>
Milk	8 oz.	_____	_____	_____
Milk-Flavored	8 oz.	_____	_____	_____
Water	12 oz.	_____	_____	_____
Juice 100%	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.	_____	_____	_____

RFP TITLE: COLD BEVERAGE VENDING/SUPPLY CONTRACT

RFP Number: 15-031

NON-VENDING

<u>Product</u>	<u>Size</u>	<u>Varieties</u>	<u>Vending Price</u>	<u>Commission Per Unit</u>
Milk	8 oz.	_____	_____	_____
Milk-Flavored	8 oz.	_____	_____	_____
Water	12 oz.	_____	_____	_____
Juice 100%	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.	_____	_____	_____

ADDENDUM NUMBER 1

**IFB 15-031
COLD BEVERAGE VENDING/SUPPLY CONTRACT**

**PURCHASING DEPARTMENT
UNIFIED SCHOOL DISTRICT 500
625 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101
(913) 551-3200**

Note the following additional information to the above mentioned Invitation to Bid. This information is to be taken into consideration when responding to the original RFP document.

Add to read as follows:

1. Sealed bids will be due on July 31, 2015 at 2:00 p.m. (instead of as previously stated on July 13, 2015 at 2:00 p.m.)
2. Successful vendor will provide at minimum thirteen (13) coolers for all secondary school cafeterias (Middle School and High School). This will be used for product sales.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

FIRM: _____