



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370
KANSAS CITY, KS 66104 WEB SITE: WWW.KCKPS.ORG/PURCHASING

REQUEST FOR PROPOSALS

CENTRAL OFFICE CAFE

RFP No: **15-037**

ISSUE DATE: **September 2, 2015**

Kansas City Kansas, Public Schools will receive sealed proposals at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **3:00 PM., September 17, 2015**, at which time proposals received will be publicly opened and read, all in accordance with bid instructions, specifications and/or terms and conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Purchasing Manager | (913) 279-2270 | email: wayne.correll@kckps.org

PROPOSAL INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this request for proposals.

- Pricing shall be FOB Kansas City, KS (freight, fuel, transportation expenses included).
- Award will be to ONE contractor.
- The District reserves the right to reject any or all proposals, to waive any informalities, irregularities or technical defects in proposals, and unless otherwise specified by the District to accept any item or groups of items in the proposal, as may be in the best interest of the District.
- The District reserves the right to not award a line item where budgetary limitations will not permit an expenditure.
- 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 proposal may be found non-responsive and may not be considered.
- Responses may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this solicitation will be posted on the Kansas City Kansas Public Schools Purchasing site: www.kckps.org/purchasing under Awards Section and will include a bid tabulation/summary.
- Respondents shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

See Attachment B for Additional Terms & Conditions

SECTION 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Board of Education of the Kansas City Kansas Public Schools/USD 500 (the "District") is seeking bids for provision of food services at the Central Office and Training Center for the Kansas City Kansas Public Schools located at 2010 N. 59th Street, Kansas City, Kansas. The District intends to enter into an agreement for the operation of an onsite café and non-exclusive provision of onsite catering services, with a contractor meeting the requirement set forth in this solicitation document. The selection process will include a thorough review of Contractor responses and an interview process.

**CENTRAL OFFICE CAFE 2010 N. 59th STREET (1st Floor)
KANSAS CITY, KANSAS 66104**

NOTICE TO PROPOSERS:

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 the date and time posted on the first page of this solicitation, or as may be otherwise identified in any subsequent addenda.

Pre-Bid Conference
September 11, 2015 at 10:00 AM
2010 N. 59th Street (1st Floor – Café/South Entrance) Kansas City, Kansas 66104

At which time a walkthrough of the facility will occur and questions regarding the project will be answered.

Copies of this solicitation document may be obtained from the District's website at www.kckps.org/index.php/request-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 Contractor. 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 PROPOSERS / GENERAL INFORMATION

3.1 **Form of Submissions** – Each person or entity submitting a response to this solicitation (each “Contractor”) 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 RFP Number, RFP Title and due date along with the firm name, and the package shall be address to:

Kansas City Kansas Public Schools
Attn: Purchasing Manager
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 Due Date and Time identified on the first 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 Contractor 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 Format of Proposal – Each Proposal must include the information required in Section 5. Each required response listed in Section 4 shall be included as a required document with Attachment A.

3.4 Questions about this Solicitation – All questions regarding this solicitation shall be made electronically via email directed to Wayne Correll, Purchasing Manager at wayne.correll@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 Bid 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.

3.5 Addenda – The District may revise this solicitation by issuing written addenda. Addenda will be posted to the District's website www.kckps.org/index.php/request-for-proposal. Interested persons or entities are encouraged to check the District's website frequently for addenda to this solicitation. Contractors are responsible for viewing and understanding information in addenda to the same extent as this solicitation document. All addenda will be communicated to Contractors by posting to the District's website.

3.6 Bonding and Insurance – Contractors and any subcontractors shall be licensed and bonded to perform work in Kansas City, Kansas

3.6.1 The successful Contractor, prior to commencing work on this project, shall provide the Clerk of the Board copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible insurance company, licensed in the State of Kansas and approved by the School District.

3.6.2 The Contractor shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation law.

- 3.6.3 The Contractor shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits not less than \$500,000.00 for single occurrence or accident, which shall protect the Contractor, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in hauling equipment or materials to or from the site.
- 3.6.4 The Contractor shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$100,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the Contractor to facilitate the performance of the bid.
- 3.6.5 The insurance certificates required by the successful Contractor shall provide that they cannot be canceled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid, and shall name the School District as an additional insured party.

3.7 Prevailing Wage (Construction and Other Service Contracts Only).

Does not apply to this solicitation.

- 3.8 Taxes** – Proposals 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. Contractor will not be allowed to utilize the District’s tax exempt status to purchase
- 3.9 Compensation** – Contractors 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.
- 3.10 Grievances** – Any complaints or grievances arising from this solicitation shall be submitted in writing to: Kansas City Kansas Public Schools Purchasing Office, Director of Purchasing, 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 Contractors should provide detailed 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 Contractor. 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.

4.2.1.5 The Contractor will provide financial information that would allow proposal evaluators to ascertain the financial stability of the Contractor to include financial statements.

4.2.2 Contractor Identification

4.2.2.1 Contractor Name (Person or Entity)

4.2.2.2 Contractor Address

4.2.2.3 Name and Title of Contractor Authorized Representative

4.2.2.4 Contractor Telephone Number

4.2.2.5 Contractor Fax Number

4.2.2.6 Contractor 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 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in Kansas City, Kansas)

4.2.3.5 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 Proposed Solution (Part II)

The following information should be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Proposed Solution".

4.3.1 Management Approach – Written explanation shall be provided as to the approach the respondent intends to pursue in order to:

- A. Promote maximum utilization of the café/catering operations.
- B. Keep the premises clean and neat at all times.
- C. Develop menu items
- D. Food preparation
- E. Customer Service
- F. Adjust menu, service and prices to meet customer demand.
- G. Staff the operation

4.3.2 Walk-Up Menu (Required) – Provide an exemplar of the menu featuring food and beverage items (including prices) to be offered in the café for walk-up patrons.

4.3.3 Catering Menu (If Applicable) – Provide an exemplar of the menu featuring food, beverages, and service supply items (including prices) to be offered by the café for catering patrons.

4.3.4 Menu Pricing Proposal – Provide a proposed pricing schedule listing the items that will be offered and the proposed prices for each item.

4.3.5 Revenue Stream for the District – Provide a plan by which a percentage of the revenue generated by the catering operations will be paid to the District.

4.4 Alternative Proposals. It is acceptable for a respondent to submit more than one proposal for this RFP, when an alternative is possible. The District is seeking a viable solution, and is open suggestions.

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.

5.2 **Evaluation** – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the Contractor and to judge the representation of the Contractor so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.

5.3 **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 Contractor 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 Contractor.

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 Contractors, 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 Contractor agrees as follows:

6.1.1.1 The Selected Contractor will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The Selected Contractor will take affirmative action to 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the selected Contractor; 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 Contractor'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 Contractor 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 Contractor or indirectly through the Contractor’s agent, employees, assigns or others, whether or not related to the Contractor.

- 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 Contractor 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 Contractors acknowledge and agree, by submitting a Proposal, that:
 - 7.3.1 Once a Contractor is selected for the engagement, all electronic, written and printed materials developed by the Contractor 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 Contractor 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 Contractor 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, have 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 Contractor'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 Contractor;
 - (B) Unless otherwise required by law, the prices in the Proposal have not been knowingly disclosed by the Contractor, and will not be knowingly disclosed by the Contractor, prior to opening by the District, directly or indirectly, to any other Contractor or competitor; and
 - (C) No attempt has been made or will be made by the Contractor 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 Contractors shall ensure that no improper, unethical, or illegal relationships or conflicts of interest between the Contractor, any employee, officer, director, or principal of the Contractor 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 Contractor 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 Contractor based upon an improper communication or relationship, and that Contractor'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 Contractor complying with the terms of the specifications.
- 7.6 Contractor agrees that it 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. Contractor further agrees that this solicitation and any contract awarded pursuant to it will be governed under the laws of the State of Kansas.

ATTACHMENT A – PROJECT SPECIFICATIONS

1. Scope

The café is located on the first floor of the Kansas City Kansas Public Schools Central Office and Training Center at 2010 N. 59th Street in Kansas City, Kansas. The café space is situated near the main entrance on the 1st floor. The café space is designed to attract employees and visitors who desire a beverage, snack, light breakfast or lunch. The space to be utilized consists of a 1,000 square foot (approx.) dining area; a 530 square foot (approx.) food preparation and storage area (see floor plan Attachment A-1). Additional dry storage is available in a separate storage area located nearby on the same level. There are tables, chairs and other seating in the dining area to accommodate 40 patrons. Additionally, there is an outside terrace area intended for outdoor seating and events and will be furnished by the District in the future.

- A. The café shall be operated in a professional manner providing reasonably priced fresh food and prepackaged food items.
- B. Cooking and baking may be performed onsite.
- C. There are opportunities for provision of catering services for onsite training events and other events occurring in the Central Office and Training Center, in addition to the operation of the café. Catering operations may be requested in support of the following locations: meeting rooms and permissible outdoor spaces. This service may range from deli-style meat and cheese trays, boxed lunches, coffee service, or other agreed service. District users will make every effort to provide forty-eight (48) advance notice of any event requiring catering services.
 - 1. Meeting Rooms: The KCKPS Central Office and Training Center has 19 meeting rooms on 3 levels of the building.
 - 2. Outdoor Space: The outdoor terrace will be used for receptions and other outdoor events on Level 1 facing Parallel Parkway (South).
- D. The name of the café will be determined by the Contractor, subject to final approval of the District (including the Board of Education).
- E. The District will provide the following equipment for use by the operator:

1. Commercial Refrigerators (3)
2. Bakery Rack on Wheels
3. Commercial Ice Machine w/Bin
4. Sink, 3 Basins and Plumbing
5. Beverage Case
6. Microwave Oven
7. Convection Oven
8. Dry Storage Area
9. Cold Table w/Inserts
10. Hot Table w/Inserts
11. Commercial Stand Mixer
12. Food Prep Tables (2)
13. Panini Press
14. Coffee/Tea Maker
15. Small Flat Griddle
16. Hood w/Blower (Lighted)
17. Small Wares
18. Customer Seating/Tables
19. Trash Receptacles
20. Hand-Washing Basin and Soap Dispenser (Kitchen)
21. Dock Equipment (Carts & Dollies)
22. Local Telephone Service
23. Internet Connectivity

All equipment will remain the property of the District, and the District will be responsible for the maintenance and replacement thereof. Contractor will be responsible for the daily cleaning of the equipment, and will report (upon detection) to the District, any issue that affects the proper and safe operation of such equipment.

F. The Contractor is responsible for providing the following items:

1. Cash Register (POS Software/Equipment)
2. Countertop Food Displays
3. Espresso/Cappuccino Machine

G. The District reserves the right of approval for all equipment, wares and furnishings brought into the café. It will be Contractor's obligation to restore the café to its previous condition upon termination of the agreement.

H. The District will pay for the following utilities and services.

1. Electricity
2. Water
3. Refuse Disposal
4. Pest Control
5. Equipment Maintenance for District-Owned Equipment
6. Facility Maintenance
7. Local Telephone Service
8. Internet Service (Wi-Fi)

I. The café operator will provide and pay for the following services:

1. Long-Distance telephone service
2. Café labor
3. Equipment maintenance for contractor-owned equipment.
4. Supplies
5. Applicable State/Local Business Related Fees (Licensure/Inspection)

J. The Contractor is expected to properly train all persons engaged in performing work under this agreement with regard to the safe handling and operation of café equipment as well as any applicable safety issues. Compliance with OSHA standards and regulations is mandatory. Worker violations of these standards, and any resulting fines or penalties, are the responsibility of the Contractor.

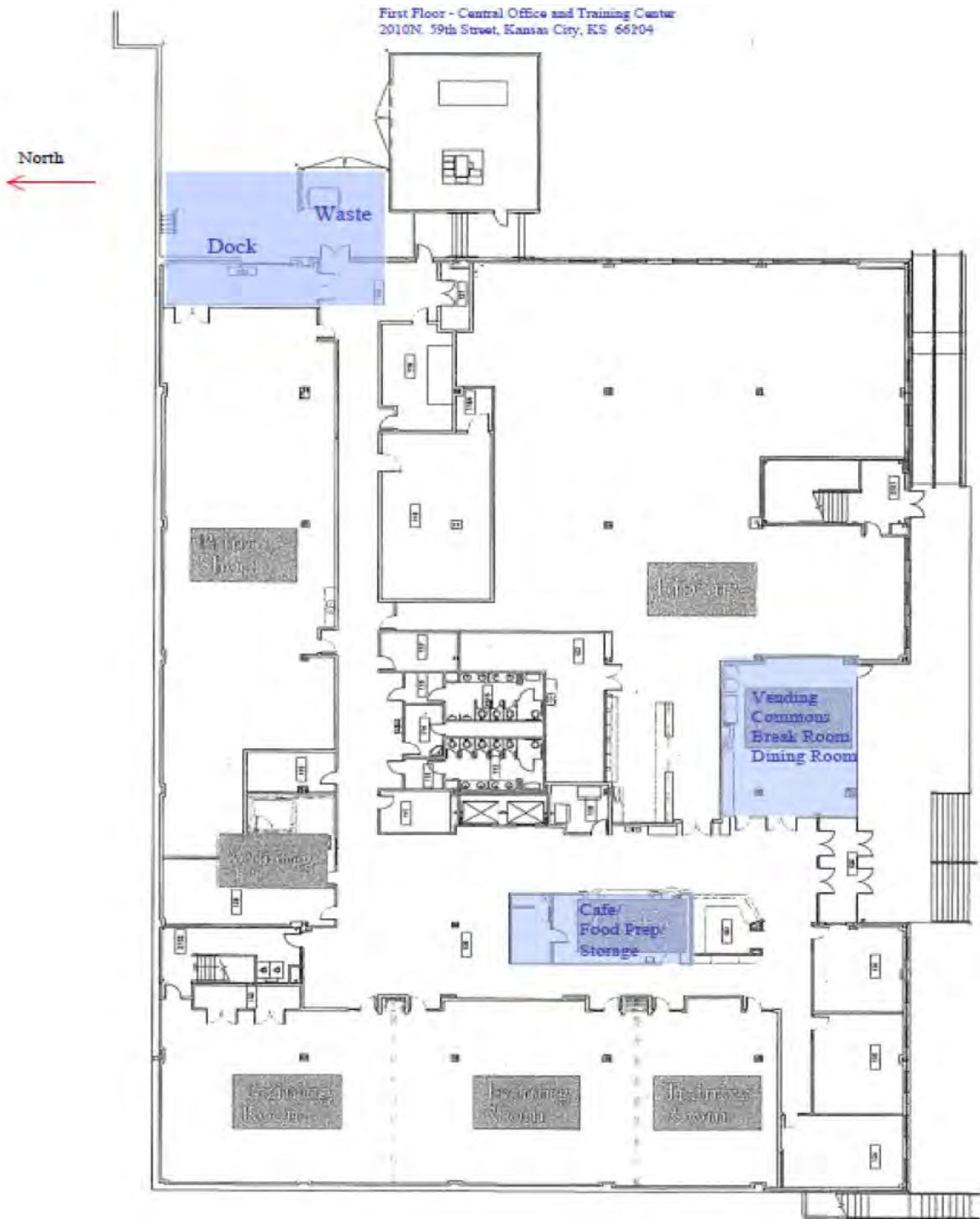
- K. Janitorial Duties – The Contractor must regularly monitor and pick up litter within and around the café area, dining area, and kitchen area. Contractor shall maintain daily janitorial duties in the kitchen, dining, and cafe areas, and shall regularly wipe down all equipment and maintain a clean appearance. Contractor shall supply all cleaning equipment and all cleaning supplies as needed. Areas to be cleaned and sanitized include kitchen, food storage, and food service areas. Cleanup operations will consist of ongoing "clean as you go" to maintain a clean appearance, as well as one complete cleanup of the kitchen area (mopping floors, cleaning counters, food prep tables, appliances, equipment, etc. at the end of each working day. Use appropriate cleaners for the work done. Use non-abrasive cleaners when cleaning stainless steel products. When cleaning/sanitizing the food area, a USDA approved cleaner for food services must be used, and disinfectants and all-purpose cleaners when sterilizing and cleaning objects away from food service area. Garbage must be cleared and hauled to the dumpster provided by the District. No Garbage shall be left out or in trash cans overnight. Garbage containers must be lined with plastic liners. Liners must be replaced as necessary, but not less than daily. Garbage containers must be cleaned and sanitized as needed, but not less than weekly with an all-purpose cleaner. If odor becomes obvious or if complaints are made by customers or the District, containers will be washed out within a reasonable time after the complaint is made. Contractor must break down all cardboard boxes, etc. Contractor must not leave any paper, boxes, food, or trash on the floor in the building, on the ground around the dumpster, or outside of the building.
- L. The Contractor will be responsible for maintaining the equipment in safe operating condition. Any equipment that is damaged or is not functioning properly should be reported to the District. No District-owned equipment shall be disposed of without the prior written consent of the District.
- M. The Contractor will be responsible for obtaining all required certification/licensure (including those required by Health Codes). The District will be responsible for any infrastructural modifications needed to comply with health code requirements and regulations.
- N. Service shall be available five (5) days a week and twelve (12) months per year, subject to scheduled and unscheduled closures of the building that include holidays and inclement weather. Service should be provided Monday through Friday, 7:30 a.m. to 2:00 p.m., and extended hours when requested by the District.
- O. The customer base for the cafe will be approximately 250 regular employees of the building, as well as visitors attending training sessions, public events, and board meetings. KCKPS Central Office and Training Center hopes to provide its employees and visitors with choices of variety of foods and beverages at affordable prices relative to the Deli/Cafe concept. Each Contractor must provide its proposed menus and pricing strategy for daily operations.

P. Student Interns - The Selected Contractor will allow various District students to participate on a daily basis as unpaid workers/assistants in the concessions and catering operations with limited responsibilities in supervised food preparation, order taking, bussing tables, catering service, dining room attendant, and cashier responsibilities. Intern use of potentially dangerous equipment and small wares in food preparation will be limited to only those specific pieces approved by the District. The object of this program is to provide students with practical experience in a business operation, and introduce students to the inner workings of an operating business and the importance of good management and customer service skills.

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

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

ATTACHMENT A-1 – PROJECT SPECIFICATIONS (SITE)



ATTACHMENT B – 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 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 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 fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or 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 District, or any officers or employees thereof acting on behalf of the board, provide that the 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 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 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 C – QUALIFICATIONS AND REFERENCES

1. QUALIFICATIONS

Indicate your company's qualifications to provide the service/products requested. 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 Contractor's business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc...).
- (c) Name and title of each of the Contractor's principal officers (President, Vice President, Chairperson of the Board of Directors, etc...).
- (d) Federal Employer ID and business license to work in the City of Kansas City, Kansas.
- (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) 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.