



R-20/21-03 Addendum 1

Beverage and Snack Vending Services

Issue Date: 10/20/2020

Questions Deadline: 11/6/2020 12:00 PM (CT)

Response Deadline: 11/18/2020 01:00 PM (CT)

Contact Information

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Event Information

Number: R-20/21-03 Addendum 1
Title: Beverage and Snack Vending Services
Type: Request for Proposal
Issue Date: 10/20/2020
Question Deadline: 11/6/2020 12:00 PM (CT)
Response Deadline: 11/18/2020 01:00 PM (CT)
Notes:

The Lee's Summit R-7 School District is soliciting proposals for Beverage and Snack Vending Services. This contract will include but is not limited to: provide comprehensive direct and vending sales and services for all Lee's Summit R-7 School District facilities.

The selected qualified person(s) or firm(s) will sell beverage and snack products through direct sales and/or vending machines at each of the District's (34) thirty-four facilities. This agreement will include all District activities including, athletics, booster clubs, concession stands, student stores, cafeterias, meetings and most importantly beverage and snack vending machines. This will not be an exclusive brand agreement and it will not include milk products.

Lee's Summit R-7 School District (or the "District") is requiring proposers to submit their proposals electronically. Electronic submission help eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Lee's Summit R-7 School District will not accept proposals that are submitted via email or fax machine. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. It is the responsibility of all responders to review the entire proposal, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting a response.

If you are having difficulty submitting electronically, please contact Christa Battaglia at 816-986-2196 or email christa.battaglia@lsr7.net for instructions.

It is the responsibility of interested firms to check <https://lsr7ebid.ionwave.net> for any addendums or notices of information prior to the opening date and time of this RFP.

Billing Information

Address: 301 NE Tudor Rd
Lee's Summit, MO 64086-5702
Phone: (816) 986 x1000

Bid Attachments

General Terms & Conditions for RFPs, RFQs and Bids.pdf

General Terms & Conditions

[Download](#)

1_-_Sample_Insurance_Certificate.pdf

Certificate of Insurance

[View Online](#)

3_-_E-Verify-LSR7_(1) (1).pdf

E-Verify

[View Online](#)

4_-_MO_Tax_Exemption_Certificate.pdf

Missouri Tax Exemption Certificate

[View Online](#)

Exhibit A.pdf

Exhibit A - Machine Locations and Quantities

[View Online](#)

Exhibit B.pdf

Exhibit B - School Bev Guidelines

[View Online](#)

Exhibit C.pdf

Exhibit C - Food Serv Products

[View Online](#)

USDA Smart Snacks in School.pdf

USDA Smart Snack in Schools

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Bev Sales 7.1.18 - 11.9.20.pdf

Attaching Beverage Sales from 7.1.18 - 11.9.20

[View Online](#)

Elementary School Ala Carte 2020-21.pdf

Attaching Elem Menu pricing for reference

[View Online](#)

Middle School Ala Carte 2020-21.pdf

Attaching Middle School Menu pricing for reference

[View Online](#)

High School Ala Carte 2020-21.pdf

Attaching High School Menu pricing for reference

[View Online](#)

Bid Attributes

1 Introduction

The Lee's Summit R-7 School District is soliciting proposals for Beverage and Snack Vending Services. This contract will include but is not limited to: provide comprehensive direct and vending sales and services for all Lee's Summit R-7 School District facilities.

The selected qualified person(s) or firm(s) will sell beverage and snack products through direct sales and/or vending machines at each of the District's (34) thirty-four facilities. This agreement will include all District activities including, athletics, booster clubs, concession stands, student stores, cafeterias, meetings and most importantly beverage and snack vending machines. This will not be an exclusive brand agreement and it will not include milk products.

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2 Instructions to Respondents

1. All questions regarding this RFP shall be submitted online via the "Questions" tab of this bid opportunity. The District reserves the right to reject any and all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the District.
2. It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be submitted online via the "Questions" tab.
3. Changes to the specifications will not be allowed except by written addendum issued by the District through this online procurement system. Oral explanations or instructions given prior to award will not be binding.
4. Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
5. There will be no public opening of the proposals.
6. Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the services in accordance with the specifications and offeror's proposal on the written order of the District.
7. The District reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the District. The District may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
8. To be considered, a firm must have at least three (3) proven clients of similar size to our district.

I have read and understand.

(Required: Check if applicable)

3 SELECTION PROCESS

The proposals will be evaluated by a District Selection Committee (DSC) comprised of selected District personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview, if applicable.

Step One: Evaluation of Proposals

Members of the DSC will review and rate each responsive proposal based on the following criteria:

- a. The firm's experience in providing similar services to school districts or governmental agencies during the past five (5) years.
- b. Key personnel that will be assigned to the District, and their experience with similar projects.
- c. Applicable resources offering quality assurances/quality control procedures, as well as adequacy of team/resources and equipment to complete the project within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with District staff.
- e. Commissions offered and Cost of food and beverage items (up front submitted with proposal-see Form 6)

The Proposal Ranking Sheet for the evaluation of the proposals is included in this RFP. The DSC may request additional submittals.

Step Two: Interviews (If deemed necessary)

4 Responding to Attributes

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. ****Please select each page from the bottom right-hand side of this list of attributes in order to view the next page of Bid Attributes.****

5 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

6 Purchase Agreements

Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R7 Board of Education and adhere to all applicable purchasing policies. Purchase Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, lead time, and determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that is in the best interest of the District.

I have read and understand.
(Required: Check if applicable)

7 Terms of This Bid

The terms of this bid shall remain in effect for at least one year from date of award. All prices MUST remain firm during that time period. The District may make additional purchases at the itemized price listed in the bid packet for a period of five (5) years. The District may, at its option, renew the Contract for up to two (2) additional one-year contract periods by giving written notice to the supplier.

I have read and understand.

(Required: Check if applicable)

8 Bid Pricing

After the first year, the vendor may submit a price adjustment to the District based on a Manufacturer's Revised Published Price List. The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases. The Revised Published Price List or manufacturer's notification shall be submitted to the District at least thirty (30) calendar days prior to the effective date of the new price to be charged to the District. It shall be understood that such price adjustments shall not exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

The successful bidder(s) must agree to accept the District's Purchase Order or the District's Mastercard P-card for the work order. These purchases are tax exempt.

The Lee's Summit R7 School District will review all bid submissions with regards to pricing, product performance, equipment features, references and experience. The District plans to award the bid within 90 days after the bid opening.

I have read and understand.

(Required: Check if applicable)

9 Communications Statement

Communications: Contact between vendors and Lee's Summit R7 personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Lee's Summit R7 personnel may result in disqualification. All communication shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

I have read and understand.

(Required: Check if applicable)

10 General Terms and Conditions

I have downloaded and read the General Terms and Conditions from the ATTACHMENTS tab. By selecting this box, I agree to to the terms and conditions.

I have read and agreed to the T&C

(Required: Check if applicable)

11 Proposal Requirement

PROPOSAL REQUIREMENTS

12 Scope

Response time criteria:

- Under this contract, it is required that the vendor be available for service five (5) days a week, eight (8) hours a day.
- The vendor shall provide a single emergency twenty-four (24) hour telephone number to assure prompt response to calls from the district for needed repairs. The method of notification and the assignment of a technician to the call shall be the vendor's responsibility.
- It shall be the district's responsibility, upon placing a call for service, to designate an

emergency or non-emergency situation.

- Service calls shall include, but not be limited to, malfunction, low stock, expired stock, or item change needs.
- The vendor shall verbally confirm to the initial request for service within twenty-four (24) hours of notification and shall have a qualified technician on the job site within forty-eight (48) hours of the original notification. The district reserves the right to schedule times and dates for non-emergency service to be performed under this contract.
- In the event of an emergency, the vendor shall verbally confirm the initial request for emergency service within one (1) hour of notification and shall have a qualified technician on the job site within four (4) hours of the original notification.
- In the event repairs cannot be completed with the initial response, every effort by the vendor shall be made to provide limited repair to allow for effective functioning of the system until complete restoration can be made.
- Failure to deliver services in accordance with this contract and the contract terms and conditions, may result in the district, after due oral or written notice, contacting another vendor and requesting the work be performed by them. In this circumstance, the vendor shall not be entitled to any payment or damages and shall pay the district for any additional costs incurred. Failure to respond or report to the job site within the agreed time frame, may be construed as a breach of this contract, and at the district's discretion, this contract may be terminated upon written notice by the district.

Post award information:

- The vendor shall utilize competent employees in performing the work. At the request of the district, the vendor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employment. The district and the vendor shall each be promptly notified by the other of any complaints received.
- The vendor shall be responsible for providing, maintaining and transporting all necessary and customary equipment and tools needed to fulfill the contract. In no event shall the district be responsible for any damages to any of the vendor's equipment damaged, destroyed or stolen.
- **Prices:** Pricing for beverages and snacks and other items shall be consistent with market pricing. The district and the vendor will review pricing strategies during quarterly review meetings and shall jointly decide to increase or decrease prices for any given facility or product.
- **Selections:** Provide a comprehensive list of both Beverage and Snack options and upload it to the Response Attachments Tab of this RFP. Selections shall be agreed upon by the vendor and district. Vendor shall have fifteen (15) days to respond to a change of selection for any given machine.
- **Independent Vendor:** The relationship of the vendor to district shall be that of an independent vendor. Neither vendor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the district.
- **Assignment and Subcontracting:** The vendor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the district, nor shall they assign, by power of attorney or otherwise, any of the money payable under the contract unless written consent of the district has been obtained. In case the vendor is permitted to assign monies due or to become due under the contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the service.
- **Right of Owner to Terminate Contract:** The district, upon written notice, may terminate this contract, or any part thereof, as a result of the vendor's failure to render to the satisfaction of the district, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by the district. The district shall be the sole determinant in all termination for cause issues. The vendor shall not be entitled, nor shall the district give any consideration to claims for this contract, or any part hereof, by district for cause. Such termination may come about for the sole convenience of the district. Upon receipt of written notification from the district that this contract or any part hereof, is to be terminated, the vendor shall immediately cease operation of the service stipulated. The vendor and district's evaluation shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.

Should it become necessary for the district to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall be null and void.

- **Locations:** Vendor shall place certain vending machines only in those locations designated by the district. An initial list of these locations is supplied on Exhibit A, however, the district reserves the right to add or subtract from the total number of machines in place at any given time and the same criteria shall apply to all machine placements and/or replacements as may apply under this agreement. The term "placements" shall be construed to include multiple units within a single location as well as multiple locations within a single site.

Vendor shall not change the physical location of any vending machine in any manner from the specific locations designated and approved without the prior written consent of the district or their authorized representative.

Attached as "Exhibit A" is a map and list of the facility locations. The selected respondent shall complete the attachment outlining a detailed installation schedule.

- **Snack / Material Types:** Vending machines shall contain packaged items including, but not limited to healthy beverages and foods such as certain types of sandwiches, snack foods, microwaveable foods, other non-food items such as aspirin packets, swim goggles or other equipment and materials for on-premise consumption and use by employees, the public and students. A copy of the District's Wellness Policy is attached for reference (Exhibit B). Some beverage machines in approved designated areas only, such as the teacher's lounge or employee break-room, may contain other beverage options, as approved by the District. Any and all items containing alcohol or tobacco are strictly prohibited.

Food and Beverages sold through vending machines and offered to employees, students and the public shall be sound and free from spoilage, filth or other contamination and shall be safe for human consumption. Items shall be kept fresh, stored at the appropriate temperatures and replaced prior to expiration date. The food and beverages shall be obtained from sources that comply with all laws relating to food and food labeling. The use of food in hermetically sealed containers that was not prepared in a food processing establishment is prohibited. Contractor shall hold the district harmless for any damages resulting from consumption of products delivered under this contract, when damages are attributed to foreign materials or other defects in products/services delivered by vendor. All foods and food products delivered and sold under this contract shall be processed, packaged, and delivered in accordance with the regulations of the State of Missouri, USDA and the requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Vendor shall abide by all county, city, state and federal laws, ordinances, rules and regulations, expressly including, but not limited to, those relating to health and sanitation of foods, and operation and maintenance of vending machines. Vendor shall obtain and preserve all applicable state, federal and local licenses and/or permits required for the operation of vending machine and disbursement of foods.

All "fresh" food items, including but not limited to, sandwiches, fruit, salads, shall be wrapped in heat-seal packaging to insure sanitation. Each package shall be clearly labeled as to the date of preparation and date of expiration. Vendor shall regularly restock machines and inspect beverages and foods for expiration dates, replacing those items that are at or will pass expiration date before the next visit by service representative. ITEMS MUST NOT EXCEED EXPIRATION DATE.

- **Healthy Snack Programs:** The vendor shall provide labels/fact sheets on all snacks vended. All vended food items shall meet all of the following USDA guidelines per selling unit. Fat-except for nuts, seeds and nut butters, $\leq 35\%$ of calories; Saturated Fat $\leq 10\%$ of calories; Trans-fat ZERO grams. Calories ≤ 200 Calories. Sodium ≤ 230 mg. Sugar $\leq 35\%$ of weight from total sugars in foods. See attached Exhibit A – USDA Smart Snacks in School. Note: does not apply to machines located in staff break rooms or non-student areas.
- **Equipment:** Vendor must be aware that the intent of this contract is to expand the service and capability of the vending program. As a result, a variation of machine types is required as follows: Snack machine for gum, healthy chips, etc., cold machine to dispense beverages in bottles. cold machine to dispense sandwiches and fruit, cold machine and/or refrigerator machine with ready to eat and microwaveable items.

District will furnish adequate outlets and power to all machines.

District will furnish microwave units for heating sandwiches and entrée items only in designated areas.

Vendor need not furnish vending machines to keep food hot.

Vendor shall submit with bid literature, a description of each vending machine the vendor proposes to furnish. All materials or equipment furnished shall meet the minimum requirements of the Occupational Safety and Health Standard (OSHA) published in the Federal Register.

Vendor shall comply with all the requirements of all local, state and federal ordinances, codes, laws, rules, regulations and directives. Vendor shall pay all legally required fees, licenses and permits, and pay all taxes, including but not limited to, sales tax.

All equipment shall operate on regular wall voltage (110VAC). All plugs shall be three pronged and properly grounded. Energy efficient units shall be used by the vendor wherever possible. Refrigerator units must be

hard wired to the facility to prevent food from spoilage.

It is not anticipated district personnel will need to move any of the machines. However, in the event of an emergency or need, the district reserves the right to move machines for safety purposes. Additionally, district reserves right to have the vendor move machines for cleaning or allow any unit to be moved in response to resolution of a problem.

All machines shall be of the proper and appropriate type for the kinds of foods being distributed, i.e. refrigerated/non-refrigerated/heated, etc. where applicable. Industry improvements to vending operations that occur during the term of this contract shall be incorporated by the vendor in subsequent installations. All machines must be no more than five (5) years old.

Each machine shall have at least the capability to handle the following items/functions:

- Dispense a variety of items, according to the needs of the departments.
 - Be properly equipped with a non-resettable counter for recording all sales by each machine.
 - Receive and give coin change for one dollar bills. Vendor will be entirely responsible for funding the change machines and for their proper operations and functions. Vendor must promptly and courteously refund any monies lost by the public or employees in vending machines operated by the vendor under this contract. Credit card readers may also be utilized if available.
 - Each machine must provide information to the customer where malfunctions, product quality comments and refund requests may be made. This may be accomplished using a local or toll free number or by collect call privileges.
 - Upon completion of installations, vendor shall provide a list of all their equipment and all locations of said equipment along with the beginning counter of each machine, to the district, and certify that each unit is in proper working order in accordance with original equipment manufacturers specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.
- **Installation:** Machines will be installed at locations listed herein, however, title ownership of each machine shall be retained by the vendor, who shall be responsible for the equipment at all times and in all respects. The district shall not own, rent, nor lease the machines in conjunction with this contract.

Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Concessionaire shall be responsible for all damage to district property resulting from the vendor's operation, which shall be promptly repaired by the vendor at the vendor's sole expense.

Refrigerator units will be limited to SLC, Maintenance, Missouri Innovation Campus and Transportation facilities only. Other vending machines with non-competing food items will be placed within school facilities.

- **Maintenance:** Vendor shall maintain all vending machines in good working order when installed and thereafter to completion of the contract. The district shall have no liability to the vendor for maintenance of the equipment or any damage to vending machines by a third party and the vendor shall not make any claim against, or seek recovery from, the district for any loss or damage to the vending machines. The district is not responsible for any theft, disappearance or destruction of any monies or securities of the contracting vendor, either in the vending unit or outside the vending unit.

Vendor shall report to the district any and all acts of fraud, vandalism, damage, abuse or lost/stolen product from their machine. Any and all actions to reduce damage and/or lost revenues will be discussed and mutually agreed upon by the vendor and the district.

Vendor must be available to service machines placed via this contract from 8:00 A.M. through 5:00 P.M. Monday-Friday. Contract machines shall be repaired within twenty four (24) hours of a reported malfunction. Any request for service after 3:00 P.M. must be serviced no later than 12:00 PM (noon) of the next business day.

For purposes of this bid, maintenance shall be construed to include a regular and ongoing cleaning and refreshing the appearance of each machine and the immediate area around the machines in terms of removing wrappers and related debris each time any unit is replenished and/or serviced for maintenance or repair. Continued maintenance, as described herein, will be a primary consideration of the continuation of this agreement, future contract renewals and subsequent awards.

- **Removal:** District reserves the right to require the vendor to replace or remove any machine which may be unacceptable or unsafe and reserves the right to remove any such machine at its discretion in an effort to protect persons and/or district property.

Vending machines must be removed within five (5) business days of notice to vendor for completion, termination or cancellation of contract, nonpayment of commissions to the district, for machine malfunctions not corrected within two (2) days of notification, or at the discretion of district, including any and all units and replacements.

In case of removal by the district, no officers and/or employees shall be liable for damages to said machines or their contents. If district removes the machines, a reasonable storage charge, as determined by the district, must be paid by the vendor before the vendor can reclaim the machines. Vending machines held in storage by the district must be reclaimed within six (6) months of storage or be declared abandoned property and may be sold at auction as provided by law.

- **Gross Receipts Report:** A separate record shall be maintained for each vending machine by the vendor. The district, may, at its option, have a representative accompany vendor's personnel on their service calls to restock, service, vendor's machines. Vendor shall make and present gross receipts reports monthly and shall contain the beginning and ending counter number, gross amount of sales, commission rate and commission amount to the District. One copy must be presented to the Purchasing & Distribution Services Coordinator and one copy must accompany commission payment to Business Services. Report shall cover all appropriate receipts for the full prior month. Each report shall be accompanied by a sworn statement certifying that the amount of gross receipts for each month is true and correct.

The district shall have the right to make periodic audits and inspections of the vendor's records of gross receipts at any reasonable time without notice. The district may require supplementary information as needed to perform and conclude an audit. Such audit may include, and is not limited to, inventory control at all applicable locations, vending food service personnel accounting controls, methods of accounting and cash collection, commission statements, etc. In the event an audit suggests a discrepancy between reported receipts and actual receipts, the district will require a written statement of explanation and shall receive such reimbursement of monies as may be due from accounting or other errors.

Beyond the requirements herein provided, no guarantee can be made of the anticipated gross sales for any location nor is there any intention on the part of the district to propose to any vendor any guarantee or minimum dollar volume in the future. Nor will the district be amenable to the consideration of any such proposal which may be submitted by the vendor.

- **Commissions:** Commission payments shall be based on counter readings. Such counter readings shall not be discounted or taxed. Monthly commission checks along with completed reports of gross receipts shall be issued and submitted to:

Lee's Summit R-VII School District
ATTN: Business Services
301 NE Tudor Road
Lee's Summit, MO 64086

The commission rate shall be firm for the entire contract including renewals regardless of the costs of vending items. Only proposals exceeding a minimum of 30% commission rate, fewer taxes will be considered.

- **Contract Digression:** Vendor shall not assign or transfer this concession, or any right or privilege granted hereunder, without the prior written consent of the district. If vendor is adjudged bankrupt, or if a receiver is appointed to or for the vendor, or if vendor makes any assignment for the benefit of creditors, the vendor may, at its option, terminate this agreement upon giving 30 business days notice to vendor of district's intent.

Violation of any terms of this contract can subject vendor to immediate cancellation of this agreement without prior notice of cancellation. The district may, but is not required to, allow vendor to cure the violation.

- **Supplemental Information:** In addition to the above, respondents are advised to include additional information which may enhance and/or clarify their offer and the capabilities of their company in the returned proposal.
- **Bulk Sales:** The district may place orders for cases of certain products to be delivered to individual locations around the district for special events, for example: Stansberry Leadership Center – Beverages for meetings; Lee’s Summit High School – Beverages and snacks for resale at student stores; Concessions for all secondary schools – beverages and snack items. Please provide a list of pricing on specified items where indicated.
- **Food List:** The district intends the following type food and beverages to be distributed through equipment placed by the vendor. The items will vary from location to location and from time to time based on the popularity of items, costs of product, availability of product and the supplier’s scheduled rotations. Respondents need not have these exact items in each case, but be able to provide like items or better. Below is a listing of sample items for informational purposes only.

EXAMPLE ONLY

DELI*

Sandwiches
 Snack Crackers
 Fresh Fruit
 Granola Bars

MEDICAL*

Aspirin Packets
 Cough and Cold Packets
 Anti-acid Packets

SPECIALITY EQUIPMENT FOR AQUATICS CENTER

Swim Caps
 Ear Plugs
 Swim Diapers
 Swim Goggles
 Disposable Camera
 CHIPS/MISC Reduced Fat Chips
 Snack Mix, Peanuts, Trail Mix
 Gum/Mints

MICROWAVEABLE *

Pizza
 Soup
 Burritos
 Hot Pockets
 Popcorn
 * Placed in staff only machines

All respondents shall furnish a list of the products which meet and/or exceed the types and quality of items listed above with their submittal. This list shall also include suggested vend price. The district shall have the exclusive right to select the various kinds of products to vend. It is the intent of the district to insure the majority of the items vended (products) in the machines are nationally advertised, name brand, first quality and adhere to the USDA’s “All Foods Sold in Schools” Standards.

Items sold in vending machines shall be priced reasonably and competitively. Prices may require adjustment from time to time as a result of market changes that are beyond the vendor’s control. In such event, vendor shall present appropriate documentation along with a request for vending cost changes to the district. All items will be subject to review and evaluation and should be available at the respondent site for that purpose.

- **Beverage List:** The District expects the selected respondent to sell a diverse list of beverages through equipment placed by the selected respondent. The items will vary from location to location and from time to time based on the popularity of items, costs of product, availability of product and the supplier’s scheduled rotations.

All selected respondents shall furnish a list of the products which meet and/or exceed the types and quality of items listed above with their submittal. This list shall also include suggested vend price. The District shall have the exclusive right to select the various kinds of beverages to be vended. It is the intent of the District to

insure the majority of the beverages vended (products) in the machines is nationally advertised, name brand, first quality products. (See exhibit C).

Items sold in beverage machines shall be priced reasonably and agreed to by both the selected respondent and the District. Prices may require adjustment at the end of the accounting period. In such event, the selected respondent shall present appropriate documentation along with a request for beverage cost changes to the District. All items will be subject to review and evaluation and should be available at the respondent site for that purpose.

- **Reimbursement:** Selected respondent shall provide reimbursement for the following reasons: Insufficient/incorrect change dispensed, product not dispensed, product outdated, crushed or otherwise unacceptable. Each site representative shall maintain a reimbursement fund not to exceed \$20.00 for these occasions.
- **Review Meetings:** The vendor shall designate an agent or representative to monitor and report on the over-all program through attendance at regularly scheduled meetings with the district. Said representative shall also be the party to whom all complaints, concerns, or service requests shall be addressed. The vendor shall notify the district in writing of any change in the name, title, or contact information of the designated agent or representative.
- **District Provided Services:** The district will provide access to areas between the hours of 8:00 AM through 4:00 PM, Monday - Friday. The district will not obligate the vendor to pay utility costs incurred to operate the vending machines, but vendor will bear all other costs in connection with machine operation and related activities. Every effort shall be made by the vendor to keep energy consumption to a minimum and comply with such conservation practices and district policies as may be appropriate. The district shall not be liable for any loss which may result from the interruption or failure of the power supply to any vending machine.

I have read and understand.
(Required: Check if applicable)

1
3

Product Selections Information

All selected respondents shall furnish a list of the products which meet and/or exceed the types and quality of items listed above with their submittal. This list shall also include suggested vend price.

Please provide a comprehensive list of both Beverage and Snack options and upload it to the Response Attachments Tab of this RFP.

(Required: Maximum 1000 characters allowed)

SPECIFIC REQUIREMENTS OF RFP:

- Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R-7 Board of Education and adhere to all applicable purchasing policies. Purchase Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, and service, and determined to be in the best interest of the District. The RFP award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the proposal that is in the best interest of the District.
- The terms of this RFP shall remain in effect for at least one year from date of award. All prices MUST remain firm during that time period.
- Evaluation: It is the intent of the district that this contract be awarded to one vendor based on all relevant considerations including, but not necessarily limited to: variety of product available, healthy beverage and snack options meeting nutritional guidelines for schools, relevant retail costs of products, guaranteed commission revenues, ability to perform and any other evaluative aspect which may impact this contract. The successful provider's first and major concern shall be service and at the same time have the product priced at an economical level to maintain profit. An example of the evaluation scoring criteria is included in this RFP for your reference.
- The successful respondent(s) must agree to accept the District's Purchase Order or the District's Mastercard P-card for the order. These purchases are tax exempt.
- Licenses and Permits: The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, business license. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Purchasing Supervisor to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful bidder to contact the Treasury Division of the City of Lee's Summit at 816-969-1125, for information to obtain business licenses.
- Insurance: The successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.
- Work Authorization Affidavit: As a condition for the award of any contract in excess of five thousand dollars (\$5,000), the vendor or business entity, as defined in § 285.530, RSMo, shall, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider.
The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the vendor's business license, termination of the contract, and debarment from work for a period of three years or permanently, and withholding 25% of the total amount due the contractor.

1
5 **Schedule of RFP Process**

Timeline for RFP Process:

The timeline listed below is the District's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to different circumstances.

- RFP Notification 10/20/2020
- Receive Proposals 11/17/2020
- Committee to review Proposals 11/18/2020
- School Board 12/17/2020
- Notice to Proceed 12/18/2020

Timeline of Contract Execution: The District desires the installation of new machines to be during the week of spring break (March 29, 2021 - April 2, 2021) Services need to begin after machines are completely installed and filled.

1
6 **No Deviations or Exceptions**

Bidders are expected to bid on the items as listed on the Equipment Specifications List, or Scope of Work. If there are any deviations from the specifications or scope of work listed, the bidder is expected to make note, along with a brief description in the next below. The District reserves the right to determine the successful bidder and will make that decision based on the best interest of the District.

I have read and agree.
(Required: Check if applicable)

1
7 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District will consider any deviations or exceptions in its bid award decisions. The District reserves the right to accept or reject any proposals based upon any deviations indicated below.

If none, please enter N/A (Not Applicable).

(Required: Maximum 4000 characters allowed)

**1
8** Cooperative Procurement with Other Jurisdictions

This section is optional; it will not affect the agreement.

1) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposals and any subsequent term agreement.

2) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the proposal or agreement unless they are specifically named in the Request or Proposals as a joint respondent.

3) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other agreement administration will be the responsibility of the ordering jurisdiction.

4) Each jurisdiction that is a party to the joint proposal has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

If the District awarded you the proposed agreement, would you sell under the prices and terms of this agreement to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the greater Kansas City metropolitan trade area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this agreement).

Yes No

(Optional: Check only one)

**1
9** Consultant Profile

CONSULTANT PROFILE

**2
0** Lead Consultant Name

Enter the Lead Consultant Firm(s) (or Joint Venture) name.

(Required: Maximum 1000 characters allowed)

**2
1** Lead Consultant Address

Enter the Lead Consultant Firm(s) (or Joint Venture) address.

street
city, state zip

(Required: Maximum 4000 characters allowed)

2
2 **Lead Consultant Provider**
Please designate the service area provided by the lead consultant.
 Local Regional National
(Required: Check only one)

2
3 **Year Provider Firm Established**
Please enter the year the provider's firm was established.

(Required: Numbers only)

2
4 **Years of Experience**
Please enter the number of years of experience providing this service.

(Required: Numbers only)

2
5 **Licensed in Missouri**
Are you licensed to do business in the State of Missouri?
 Yes No
(Required: Check only one)

2
6 **Principal Contact**
Please provide name, title, telephone number and email address of Principal contact

(Required: Maximum 4000 characters allowed)

2
7 **Address of Office to Perform Work**
Please provide address of office to perform work if different than Lead Consultant Firm address.

(Optional: Maximum 4000 characters allowed)

2
8 **Number of Persons Committed to District's Project**
Please list the number of persons by discipline that your Firm/Joint Venture will commit to the District's project

(Required: Numbers only)

29 **Joint Venture Areas of Responsibility**
If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative and technical) for each firm.

(Optional: Maximum 4000 characters allowed)

30 **Has This Joint Venture Previously Worked Together?**
Has This Joint Venture Previously Worked Together?
 Yes No
(Optional: Check only one)

31 **Key Outside Consultants**

Key Outside Consultants

(Optional: Maximum 1000 characters allowed)

32 **Subcontractor #1 Name**
Please provide name of Subcontractor.

(Optional: Maximum 1000 characters allowed)

33 **Subcontractor #1 Address**
Please provide address of Subcontractor.

(Optional: Maximum 1000 characters allowed)

34 **Specialty/Role with this Project**
Provide Subcontractors Specialty/Role with this Project.

(Optional: Maximum 1000 characters allowed)

35 **Worked with Lead Firm Before?**
Worked with Lead Firm Before?
 Yes No
(Optional: Check only one)

36	Year Firm Established Year Firm Established <input type="text"/> <i>(Optional: Numbers only)</i>
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37	Years of Experience Please provide number of years experience providing this service. <input type="text"/> <i>(Optional: Numbers only)</i>
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38	Subcontractor #2 Name Please provide name of subcontractor #2. <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
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39	Subcontractor #2 Address Please provide address of subcontractor #2 <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
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40	Specialty/Role with this Project Please provide subcontractors specialty/role with this project <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
-----------	--

41	Worked with Lead Firm Before? Has this Subcontractor worked with the lead firm before? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Optional: Check only one)</i>
-----------	---

42	Year Firm Established Please provide year Subcontractors firm was established. <input type="text"/> <i>(Optional: Numbers only)</i>
-----------	---

43	Years of Experience Please provide subcontractors number of years of experience. <input type="text"/> <i>(Optional: Numbers only)</i>
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4 4	Resume of Key Personnel <p style="text-align: center;">Resume of Key Personnel</p> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 1000 characters allowed)</i></p>
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4 5	Name of Key Personnel Provide name of key persons, specialists, or certified staff that shall be assigned to the District's project. <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 1000 characters allowed)</i></p>
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4 6	Title of Key Personnel Provide job title of key personnel assigned to District's project. <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 1000 characters allowed)</i></p>
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4 7	Assignment Experience of Key Personnel: Provide previous or current assignment of key personnel related to this service. <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>
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4 8	Name of Firm with which Associated Experience of Key Personnel: Provide name of firm which assignment was/is associated with. <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>
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4 9	Years of Experience with this Firm Please provide assigned key personnel's experience with this firm. <input type="text"/> <p><i>(Optional: Numbers only)</i></p>
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5
0

Years of Experience with Other Firms

Please provide assigned key personnel's experience with other firms.

(Optional: Numbers only)

5
1

Education

Degree(s) or Certification(s)/Year/Specialization

(Optional: Maximum 4000 characters allowed)

5
2

Current Registration(s)

Please provide current registration(s)

(Optional: Maximum 4000 characters allowed)

5
3

Other Experience & Qualifications

Please provide other Experience & Qualifications relevant to the proposed project

(Optional: Maximum 4000 characters allowed)

**5
4** **Project Narrative**

Use this space to provide a detailed project approach OR upload a response in the response attachments section.

Including but not limited to:

- Schedule and detailed approach is reasonable/responsive to District's needs
- Describe Services offered
- Identify any and all proven techniques used
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- Proposed timeline for implementation of contract
- Proposed communication process

(Required: Maximum 4000 characters allowed)

**5
5** **PROPOSAL SCORING CRITERIA**

PROPOSAL SCORING CRITERIA

**5
6** **Evidence of Experience & References with Similar Accounts (Ref & Exp)**
Evaluation Criteria

Evidence of Experience & References with Similar Accounts (Ref & Exp)

Consider experience and references listed by the firm/provider. Is the firm/provider experienced in providing services similar to that requested in this RFP?

- Familiarity and experience with similar projects.
- Consider the number of years of experience the firm/provider has.
- Consider the number of years the firm has been in business.
- Consider the references given by the firm/provider.

5 **Applicable Resources (Personnel Qualifications)**

7 **Evaluation Criteria**

Applicable Resources (Personnel Qualifications)

Evaluate the extent of applicable resources available to the provider to execute the contract.

- Adequacy of proposed number of staff for the district's need.
- Consider experience of person(s) assigned to service the district's contract.
- Consider the qualifications of the staff proposed.

5 **Approach and Understanding of Scope**

8 **Evaluation Criteria**

Approach and Understanding of Scope

Evaluate the provider's approach to and understanding of the scope of services required in the RFP as evidenced by the vendor's proposal:

- Detailed approach is reasonable /responsive to District's needs.
- Familiarity with project locations as evidenced by proposal.
- Consider the number and age of the machines proposed.
- Identify/recognize critical or unique issues specific to the project.
- Unique approaches that have been successful elsewhere.
- Provide literature outlining plan for implementation and delivery of equipment.

5 9	<p>Cost Evaluation Criteria</p> <p>Cost</p> <p>Determination of cost and pricing data:</p> <ul style="list-style-type: none"> - Consider the amount of time estimated for supplying staff, machines and products and any fees associated with it. - Consider whether all elements of pricing conform to the requirements of the RFP. - Consider the variety of machines offered. - Consider the variety of products offered. - Consider the commission % and in-kind offerings.
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6 0	<p>How many years has your company been in business?</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <p><i>(Required: Numbers only)</i></p>
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6 1	<p>References</p> <p>List multiple references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed. Please list the following information for each school district:</p>
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6 2	<p>Reference 1</p> <p>Reference 1</p>
----------------	---

6 3	<p>Reference #1 Contact Person's Name</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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6 4	<p>Reference #1 - Contact Person's School District/Business</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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6 5	<p>Reference #1 Address</p> <p>Enter Street address, city, state, zip code</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
----------------	---

66 Reference #1 Phone Number
 ext:
(Required)

67 Reference #1 Email

(Required: Email address)

68 Reference #1: Description of services performed and completion date
Describe the services performed and completion date of project.

(Required: Maximum 4000 characters allowed)

69 Reference 2
Reference 2

70 Reference #2 - Contact Person's Name

(Required: Maximum 1000 characters allowed)

71 Reference #2 - Contact Person's School District/Business

(Required: Maximum 1000 characters allowed)

72 Reference #2 Address: Street, City, State, Zip Code

(Required: Maximum 1000 characters allowed)

73 Reference #2 Phone Number
 ext:
(Required)

74 Reference #2 Email

(Required: Email address)

75 Reference #2: Description of services performed and completion date
Describe the services performed and completion date of project.

(Required: Maximum 4000 characters allowed)

76 Reference #3
Reference #3

77 Reference #3 Contact Person's Name

(Required: Maximum 1000 characters allowed)

78 Reference #3 - Contact Person's School District/Business

(Required: Maximum 1000 characters allowed)

79 Reference #3 Address: Street, City, State, Zip Code

(Required: Maximum 1000 characters allowed)

80 Reference #3 Phone Number

() - ext:

(Required)

81 Reference #3 Email

(Required: Email address)

82 Reference #3: Description of services performed and completion date
Describe the services performed and completion date of project.

(Required: Maximum 4000 characters allowed)

8
3

Additional References

Additional References

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Contact Name
- Reference contact's school district/business
- Reference address (street, city, state, zip)
- Reference phone number
- Reference email address
- Description of services performed and completion date

Bid Lines

1 OPTION A: BEVERAGE MACHINES ONLY:

Item Notes: COMMISSIONS:

Percentage of gross sales as commission. Only proposals exceeding a minimum of 30% of gross sales receipts will be considered.

Contractors may bid on Option A, Option B, Option C or All.

PLEASE NOTE: Do not quote a range of percentages. Bids quoting a range of commission percentages instead of a single fixed percentage will be REJECTED.

Supplier Notes: _____

Total: %

- No bid
- Additional notes
(Attach separate sheet)

2 OPTION B: SNACK MACHINES ONLY:

Item Notes: COMMISSIONS:

Percentage of gross sales as commission. Only proposals exceeding a minimum of 30% of gross sales receipts will be considered.

Contractors may bid on Option A, Option B, Option C or All.

PLEASE NOTE: Do not quote a range of percentages. Bids quoting a range of commission percentages instead of a single fixed percentage will be REJECTED.

Supplier Notes: _____

Total: %

- No bid
- Additional notes
(Attach separate sheet)

3 OPTION C: REFRIGERATED SNACK MACHINES:

Item Notes: COMMISSIONS:

Percentage of gross sales as commission. Only proposals exceeding a minimum of 30% of gross sales receipts will be considered.

Contractors may bid on Option A, Option B, Option C or All.

PLEASE NOTE: Do not quote a range of percentages. Bids quoting a range of commission percentages instead of a single fixed percentage will be REJECTED.

Supplier Notes: _____

Total: %

- No bid
- Additional notes
(Attach separate sheet)

4 OPTION D: ALL OF THE ABOVE:

Item Notes: COMMISSIONS:

Percentage of gross sales as commission. Only proposals exceeding a minimum of 30% of gross sales receipts will be considered.

Contractors may bid on Option A, Option B, Option C or All.

PLEASE NOTE: Do not quote a range of percentages. Bids quoting a range of commission percentages instead of a single fixed percentage will be REJECTED.

Supplier Notes: _____

Total: %

- No bid
- Additional notes
(Attach separate sheet)

Item Attributes

1. In-Kind

Please list any and all sponsorship benefits provided to the District.

Example: Donation of 250 cases of CSD and/or Bottled Water, Sideline Kits for Athletics, Reach-in Barrel Coolers for Nutrition, etc. annually to District.

(Optional: Maximum 4000 characters allowed)

Supplier Information

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature