

GREAT SCHOOLS DISTRICT  
123 Any Street  
Lexington, Kentucky 40500

**Request for Proposal**

**RFP 12345**

**School Soft Drink Vending**

Date Issued: Monday, November 24, 2003  
Closing Time of Proposals: Monday, January 26, 2004, 4:00 p.m., EST  
Mail/Deliver Proposal to: Great Schools District  
Your Office, Room 098  
123 Any Street  
Lexington, Kentucky 40500

**Special Conditions and Specifications for  
Great Schools District  
Soft Drink Vending Provisions of Product, Service, Management and Audit**

Information pertaining to any item or condition in this invitation may be obtained by communicating with **Roger L. Kirk, Supervising Partner**, by mail or by telephone at **859.123.4567**.

This RFP is a request for Direct Bid and Service for Soft Drinks Vending. The bid cycle will be for one **[insert] ([insert])** year period.

Great Schools District (GSD) is requesting a proposal to provide soft drink vending services to school sites and support locations, such as Transportation Garages, Central Office, Maintenance, and Warehouse buildings in the Lexington, Kentucky, area. The district is a **[insert]** school district and has approximately, **[insert]** students divided into **[insert]** high schools, **[insert]** technical and alternative schools, **[insert]** middle schools, and **[insert]** elementary schools, plus **[insert]** ancillary administrative sites. **[insert]** County is the **[insert]** largest school district in the Commonwealth of Kentucky and employs over **[insert]** persons. **NOTE that the functions of current and future schools and sites may change over this time period, per GSD Board of Education direction.**

**INTENT/PHILOSOPHY**

GSD Intent/Philosophy is to provide nutritious choices in keeping with national and state trends in treating the needs of children as a whole in student achievement. Product marketing, placement, pricing, and promotional campaigns to promote physical activity and educational awareness of total fitness by its vendors is welcomed as a community partner in its efforts to further student achievement. **GSD philosophy generally defines Healthy Options as bottled water, 100% fruit juices, isotonic beverages**, and food products containing 6 grams of fat or less (excluding nuts and seeds) and no more than 40% added sugar by weight.

### **TIME TABLE**

Pre-Bid Meeting Date:	Monday, December 15, 2003, 2:00 p.m. EST
Proposal Due Date:	Monday, January 26, 2004, 4:00 p.m., EST
Selection of Vending Entity:	Monday, February 2, 2004
Submitted for Board Approval:	Monday, February 9, 2004
Commencement Date:	Monday, March 1, 2004
Completion Date:	Monday, March 29, 2004

### **DISTRICT INFORMATION**

Name:	Great Schools
Address:	123 Any Street Lexington, Kentucky 40500 859.123.4567
District Liaison:	Roger L. Kirk

### **GENERAL CONDITIONS**

1. **The scope of this Request for Proposal does NOT INCLUDE Snacks, or milk and milk-based products.**
2. Vending management is directed toward surveying the vending environment in facilities to ensure that the vending program is meeting users' needs at each site. Equipment must be adequate and in good condition throughout the district (generally defined as machines less than 5 years old). Issues related to safety and equity throughout the district must be addressed, and efforts are made to maximize profitability for each GSD site. Subcontracting MAY be allowed only with the prior written approval of GSD. Assignment of contract can only be made with the prior written approval of GSD. At time of assignment (or direct or indirect transfer of ownership of selected vendor company), any outstanding balances (including current or future exclusivity payments, current or past due annual payments, and current or past period commissions) shall be considered due and payable immediately to GSD. Payment to GSD must occur concurrent with said

- changes to ownership, or this contract may be considered voided at the discretion of GSD, without presumption of damage from GSD to selected vendor.
3. There shall be uniform product pricing across all machines district wide. In no case shall the Retail price of a product in a machine exceed any pre-stamped or pre-priced Manufacturer's Suggested Retail Price.
  4. Selected vendor will provide a prompt service program with a 24-hour service turnaround on problems. A detailed flowchart of vendor's dispatch procedures and vendor's internal management structure shall be included. The proposal shall also include the process and procedure for refunding money lost in machines.
  5. Comprehensive, detailed report information must be provided monthly with commission checks sent to the appropriate GSD school site within thirty days of receipt of funds by selected vendor (i.e., on a monthly basis), with a report (hard copy or electronic format) to the GSD liaison. Delivery invoices shall be provided to GSD schools on a monthly basis. Vendor shall provide GSD with a detailed report of all machines utilized in this proposal no later than 30 days from the commencement date of this RFP (including machine, type, model and serial numbers, and approximate age). Vending database for reports should provide complete detailed information that identifies each machine, type, sales, income, service calls, and collection history. **Failure to provide such reporting on a monthly basis shall result in a fine of not less than \$100 per machine per day payable to GSD.**
  6. Selected vendor must provide and monitor a consistent and standardized vending program throughout the district that addresses all safety and licensing issues, and provides for all insurance and accounting requirements. Such insurance must include a performance bond that encompassed liability for theft. The selected vendor, along with a designated GSD employee will conduct spot audits during the year. **The selected vendor will meet on a quarterly basis with the GSD liaison for the purpose of reviewing data and terms and conditions of this contract.**
  7. Local building control will be provided through each building administrator. Each principal, department supervisor, or budget manager shall make all decisions regarding placement of equipment, access to building, and operation hours, as long as such acts do not violate any district, state, or federal policies in Kentucky. Contact liaison for clarifications. **At any time, building control of machines, locations, and contents ultimately fall under the auspices of principals, or on-site supervisor.**
  8. The selected vendor shall indicate the method of determining intervals for replenishing supplies. Two weeks after the bid is awarded the selected vendor shall provide GSD with a proposed route schedule.
  9. Submit the proposal and information on the proposal form page attachments, with the blank spaces filled in for each and every item. Only **Attachment 18** and **Attachment 19** may include information necessary to describe the selected

- vendor's features, benefits, requirements, exclusions, charges, and definitions, beyond the blank spaces on attachments as presented.
10. GSD reserves the right to reject any or all proposals and to waive any informality. **No oral agreements will be honored or authorized by GSD.**
  11. Selected vendor must provide a performance bond in the amount of \$25,000.
  12. At the conclusion and/or termination of this contract (for any reason), the selected vendor will have a window of two (2) weeks to remove its equipment from all GSD sites. **Failure to provide for said removal of machines shall result in a fine of not less than \$100 per machine per day payable to GSD.**
  13. The proposal will show proof of sufficient coverage for contingent liability. Evidence of general liability, business, automobile, and workers compensation insurance shall be provided. Policy limits shall be \$1,000,000.00 for general liability, business, automobile and statutory minimums for workers compensation. Upon award of contract, selected vendor shall list GSD as an additional insured on said policies and provide certificates of insurance prior to proposed start date.
  14. The consumption of alcohol or drugs or tobacco products or being under the influence of alcohol or drugs, or possession of firearms, while on a job for the GSD by any worker is strictly prohibited. Any contractor, subcontractor, or any person working for the contractor or subcontractor, who violates the above rules regarding alcohol, drugs, tobacco products, or firearms, will be subject to immediate removal from the job site. Any violation of the above rules is considered a breach of the contract between the contractor and GSD and may lead to the termination of said contract FOR CAUSE by GSD.
  15. The GSD Board of Education does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) not to discriminate in such a manner. Further, the Board of Education does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in, its programs or activities, as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504; nor does the Board of Education discriminate on the basis of race, color, national origin, religion, age, creed, political affiliation, or marital status, in the education programs or activities it operates.
  16. KRS 45A.455 prohibits conflicts of interest, gratuities and kickbacks to employees of the GSD Board of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.
  17. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees, which are designed to secure a public contract for supplies or services.

### **SCOPE OF SERVICE FOR SOFT DRINKS**

The selected vendor shall furnish all district requirements for soft drink products and related services *as proposed below*:

- **Full Service** (minimum time and placement restrictions): **[insert]** High Schools, **[insert]** Technical Centers, **[insert]** Alternative Learning Center, and **[insert]** Central Office and allied support Service Buildings
- **Limited Service** (certain time and placement restrictions): **ALL** Middle Schools
- Staff and Administrative Areas **Only**: **ALL** Elementary Schools
- ALL Machines shall have multi-pricing, dollar changers, and shall be equipped with programmable tamper-proof timers in those locations that have a cafeteria and where vending machines are accessible by students.

The provision of this proposal shall include supply of Soft Drink vending products as well as supply and servicing of Soft Drink vending machines. Additionally, proposal should include any promotions that would benefit the GSD.

In all cases, ACTUAL verified and audited calculations from each submitted attachment to GSD under this proposal shall supercede any vendor submitted (oral or written) calculations.

See **Attachment 1** for a list of building locations.

**Evaluation of this RFP shall be based on the following.**

This RFP will be judged on the **absolute value of each attachment, as proposed**. In other words, each attachment category will have one winner of the total attachment category points. Note that a tie in any attachment category shall result in NO Points being awarded for that attachment category.

**Minimum** requirements for the soft drink vending proposals shall include:

1. **Invitation to Bid:** Fill in **Attachment 3** as presented. **This section shall be weighted 0%** of total points awarded for RFP. **THIS ATTACHMENT IS MANDATORY FOR PROPOSAL TO BE CONSIDERED.** A Vendor Proposal without this document shall be considered non-responsive, and disqualified.
2. **List of References:** Fill in **Attachment 4** as presented. **This section shall be weighted 0%** of total points awarded for RFP. **THIS ATTACHMENT IS MANDATORY FOR PROPOSAL TO BE CONSIDERED.** A Vendor Proposal without this document shall be considered non-responsive, and disqualified.
3. **Product Selection:** Product selection should show a concerted effort to promote the usage of Healthy. Fill in **Attachment 5** as presented. **This section shall be weighted 15%** of total points awarded for RFP.
4. **Pricing of Product (Bottled Water vs. 20 oz. Soft Drinks):** Product pricing strategy should reflect the GSD Intent/Philosophy on the promotion of Healthy

Option products. Fill in **Attachment 6** as presented. **This section shall be weighted 5%** of total points awarded for RFP.

5. **Pricing of Product (Isotonic beverages vs. 20 oz. Soft Drinks):** Product pricing strategy should reflect the GSD Intent/Philosophy on the promotion of Healthy Option products. Fill in **Attachment 7** as presented. **This section shall be weighted 5%** of total points awarded for RFP.
6. **Pricing of Product (100% Fruit Juices vs. 12 oz. Soft Drinks):** Product pricing strategy should reflect the GSD Intent/Philosophy on the promotion of Healthy Option products. Fill in **Attachment 8** as presented. **This section shall be weighted 5%** of total points awarded for RFP.
7. **Product Placement and/or Eye Appeal (Logos):** Product placement reflection as it regards GSD emphasis on the promotion of Healthy Option products. Fill in **Attachment 9** as presented. **This section shall be weighted 5%** of total points awarded for RFP.
8. **Payment of Exclusivity Monies:** Fill in **Attachment 10** as presented. **This section shall be weighted 15%** of total points awarded for RFP.
9. **Payment Annual Lump-Sum Monies:** Fill in **Attachment 11** as presented. **This section shall be weighted 15%** of total points awarded for RFP.
10. **Commission (Soft Drinks 20 oz.):** **The basis for determining commission MUST be determined on gross revenue.** GSD expects to be able to perform close estimate projections for commissions due based upon information provided by and independent of the selected vendor. Fill in **Attachment 12** as presented. **This section shall be weighted 4%** of total points awarded for RFP.
11. **Commission (Soft Drinks 12 oz.):** **The basis for determining commission MUST be determined on gross revenue.** GSD expects to be able to perform close estimate projections for commissions due based upon information provided by and independent of the selected vendor. Fill in **Attachment 13** as presented. **This section shall be weighted 4%** of total points awarded for RFP.
12. **Commission (Bottled Water 20 oz.):** **The basis for determining commission MUST be determined on gross revenue.** GSD expects to be able to perform close estimate projections for commissions due based upon information provided by and independent of the selected vendor. Fill in **Attachment 14** as presented. **This section shall be weighted 4%** of total points awarded for RFP.
13. **Commission (Isotonic beverages.):** **The basis for determining commission MUST be determined on gross revenue.** GSD expects to be able to perform close estimate projections for commissions due based upon information provided by and independent of the selected vendor. Fill in **Attachment 15** as presented. **This section shall be weighted 4%** of total points awarded for RFP.
14. **Commission (100% Fruit Juices):** **The basis for determining commission MUST be determined on gross revenue.** GSD expects to be able to perform close estimate projections for commissions due based upon information provided

by and independent of the selected vendor. Fill in **Attachment 16** as presented. **This section shall be weighted 4%** of total points awarded for RFP.

15. **Free Goods or Like Programs:** The proposal should include specific information on any free goods offered to GSD by category, reflecting GSD Intent/Philosophy on promotion of Healthy Options. Fill in **Attachment 17** as presented. **This section shall be weighted 5%** of total points awarded for RFP.
16. **Educational Programs, Products and/or Service:** The proposal should include information on any educational programs, products, and/or promotions that would be beneficial to GSD. Fill in **Attachment 18** as presented. **This section shall be weighted 5%** of total points awarded for RFP.
17. **Additional programs, items, marketing proposals, and so forth:** Fill in **Attachment 19** as presented. **This section shall be weighted 3%** of total points awarded for RFP.
18. **Fixed Cost on 5-Gallon Premix Tanks:** The proposal should include a guaranteed price per case offered to GSD. Fill in **Attachment 20** as presented. **This section shall be weighted 1%** of total points awarded for RFP.
19. **Fixed Cost on 2 Liter Bottles:** The proposal should include a guaranteed price per case offered to GSD. Fill in **Attachment 21** as presented. **This section shall be weighted 1%** of total points awarded for RFP.

## **CONTRACT**

**CONTRACT PERIOD:** The selected vendor shall receive a contract period of **[insert] ([insert])** years. No increase in pricing as presented or decrease in service shall be permitted throughout the contract period, unless authorized in writing by the Superintendent. Proposed start date of this contract is March 1, 2004.

**AUTHORIZED SIGNATURE:** If the proposal is submitted for an individual it shall be signed and notarized, and a full name and address shall be given. If it is submitted for a firm or partnership, it shall be signed with the co-partnership name or by a principal of the firm who shall sign his/her own name and the name and address of each member shall be given. If incorporated, a Certificate of Incorporation for the Secretary of State must also be presented to the GSD prior to award of contract. Subject to the provision regarding assignment, this agreement shall be binding on the successors and assignees of the parties hereto.

**CONTRACT TERMS:** Terms of RFP and response shall constitute the contractual arrangement between the GSD and the selected vendor. Terms of the RFP supercede in the case of a conflict between the RFP and the Vendor response. **In all instances of disagreement, whether written or oral, established terms and policies of GSD SHALL PREVAIL.**

### **CRITERIA FOR SOFT DRINK VENDING PRODUCT/SERVICE**

1. The Soft Drink products supplied under this proposal shall be compatible with GSD Intent/Philosophy to promote Healthier Lifestyles and Healthy Option Food/Snack/Soft Drink Consumption. Retail Pricing structure as well as product selection shall be uniform across the district.
2. The selected vendor will position vending machines in locations as deemed appropriate by the Building Administrators. Selected vendor will be given the opportunity to meet with decision-making personnel at the local building level in order to make suggestions as appropriate for the goals of the selected vendor and for GSD. This will ensure utilization of the selected vendor's professional expertise for maximization of data and other marketing and pricing opportunities provided by the vendor.
3. All products and related services must be delivered and deliverer must register in the building administrative offices upon arrival during normal business hours.
4. All employees and sub-contractors (if any) of selected vendor MUST have visible identification, such as uniforms, photo ID badges, and identifiable company vehicles.

### **ESTIMATED USAGE FOR SOFT DRINKS**

The selected vendor from this proposal will provide products on the basis of an indefinite quantity contract.

It will be the responsibility of the selected vendor to determine average usage for the purpose of providing economies of scale pricing based on the following data:

Number of buildings, product selection, product placement, product retail pricing levels, and/or vending machines.

GSD does not guarantee quantity usage or dollar volume of sales.

### **INSTRUCTION FOR SUBMISSION**

This section provides information about how The Proposal for Service should be structured and includes specific items that must be addressed. Also included are questions that must be answered in order for the selected vendor to be considered. Each proposal should be constructed according to the format provided below.

**PROPOSAL MUST BE SUBMITTED IN TRIPLICATE (THREE COPIES).**

### **ECONOMY OF PREPARATION**

Proposal should be prepared simply and economically, providing straightforward, concise delineation of the selected vendor's capabilities to satisfy the requirements of the RFP. **Fancy binding color displays and promotional materials, etc. are not necessary.** However, technical literature about the selected vendor's experience and qualifications may be included. **A minimum of five (5) references must be provided with the RFP.**

The emphasis should be completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in these instructions be followed exactly. The evaluation process will not provide credit for capabilities or advantages that are not clearly shown in the written proposal for services. The following information is requested in preparing a response to the Request for Proposal (RFP). In addition, a table of contents, a cover letter, and an executive summary is required.

### **MANAGEMENT REPORTS**

This section requires you to describe any management reports that will be provided to the GSD. Please attach examples of reports and describe any unique reports that can be customized to our specifications. Note that any and all reports, may, at the agreement of the selected vendor and of GSD, be submitted directly to GSD in electronic format. For each report, provide the following information:

Report Name:	Title
Description:	How is information organized (i.e. major fields)?
Frequency:	How often are reports issued?

### **ADDENDUM (OPTIONAL)**

This section is provided for the submission of any additional information not included elsewhere and considered to be pertinent to the evaluation of the Request for Proposal.

### **IMPLEMENTATION PLAN**

Please outline a proposal for a pre-installation walk thorough and implementation plan, clearly indicating steps to be taken from the commencement date through completion of implementation.

### **REGULATIONS**

The selected vendor shall be required to obtain any necessary licenses and permits and shall comply with all local, federal, state and government codes and ordinances without cost to GSD.

### **NON-WAIVER OF DEFAULTS**

Any failure by GSD to enforce or require the strict keeping and performance of any terms and conditions of the contract shall not constitute a waiver of such terms and conditions nor shall it affect or impair the right of GSD to avail itself of such remedies as it may have for any breach of the terms and conditions.

### **INSPECTION OF FACILITIES**

The GSD may require an inspection tour of selected vendor's facilities at the location where the products or services provided will be initiated.

### **COPYRIGHT AND PATENTS**

Selected vendor shall hold the GSD, its officers, agents, servants, and employees harmless from liability of any nature or kind because of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at its own expense any and all actions brought against GSD or themselves because of the unauthorized use of such articles.

### **PROTECTION OF DATA**

Selected vendor shall take all precautions necessary and appropriate to assure the confidentiality of GSD record information. Selected vendor shall limit access to the GSD records only to selected vendor's authorized employees. Except as authorized by the GSD, selected vendor shall not reproduce any of the GSD records. The GSD shall have the right to review selected vendor's procedures for handling the GSD records and may make such inspections as it deems necessary to assure that selected vendor is adequately safeguarding the GSD record information.

### **DISCLOSURE OF PROPOSAL INFORMATION**

Proposals submitted become a matter of public record. Where, in the course of making a proposal, a vendor submits technical or business information that is claimed to be proprietary or confidential, the vendor shall so indicate. GSD shall give consideration to the claim of confidentiality/proprietorship where legally permitted.

## **TERMINATION OF CONTRACT FOR POOR OR NON- PERFORMANCE**

GSD may terminate the contract, if the selected vendor fails to perform at the level specified in the contract document.

GSD shall follow the procedure outlined below, prior to a contract being terminated:

- Step 1** Issue warning letter and outline violations and length of time to correct the problem.
- Step 2** Issue letter of Intent to Cancel Contract, if problem is not resolved by given date.
- Step 3** Issue letter to cancel account.

## **TERMINATION FOR CAUSE**

Some circumstances may warrant cancellation of contract for an offense without using all or any of the steps for poor or non-performance. This would be when a circumstance is severe and warning letters would not meet the gravity of the circumstance.

Termination of contract will result in forfeiture of Performance Bond

## **EVALUATION CRITERIA**

This Request for Proposal shall be evaluated under established "Best Value" criteria and weighting outlined above. Further evaluation of proposals will be based on, but not limited to the following criteria:

1. Product, pricing, quality, and availability.
2. Value added considerations and benefits to the GSD District.
3. The quality of service, personnel, and facilities of the selected vendor's organization, as determined solely by the GSD.
4. The selected vendor's relevant experience, qualifications, and success in providing a service of the type described in this document.
5. The selected vendor's reputation for quality service and problem solving within the marketplace.
6. The contractual terms proposed by the selected vendor that would govern any contract relationship with the GSD.
7. The selected vendor's capability to provide requested services in a timely manner as agreed upon.
8. The selected vendor's financial stability.
9. The selected vendor's references from five accounts.

10. Any other factors relevant to the selected vendor's capability and willingness to satisfy the requirements of this contract.

### **TERMS AND CONDITIONS**

All conditions and provisions of the RFP are deemed to be accepted by the selected vendor and incorporated by reference in the statement of qualifications and will apply to subsequent contract arrangements.

**Late:** Late qualifications will be accepted, but will not be considered for this project, however they may be filed for future requirements.

**Facsimile:** Facsimile qualifications will not be accepted.

**Indemnity:** The selected vendor shall indemnify the GSD against all damage caused to persons or property as a result of the negligent actions or wrongful acts of the selected vendor, its employees, servants and/or agents. The selected vendor shall indemnify and hold harmless the district, its employees, servants and/or agents for all claims, demands, actions, suits, or proceedings initiated by third parties arising from the negligence or wrongful acts of the selected vendor, its employees, servants and/or agents. The selected vendor shall take all reasonable precautions for safety and reasonable protection to prevent damage, injury, or loss to all students, GSD employees and other third parties, where applicable.

**Applicable Regulations:** All services provided should comply with all applicable federal, state and local regulations.

**Kentucky Law:** Any contract resulting from this request is subject to Kentucky law and jurisdiction with venue in **[insert]** County, now and in the future.

**Contractual Disagreements:** If reasonable attempts to reconcile differences in implementation of terms of this RFP still prevail after exhausting methods previously described, established GSD policies and goals SHALL PREVAIL over any selected Vendor terms and conditions. GSD shall provide selected Vendor with written documentation of such decisions.

**IMPORTANT NOTICE: THIS DOCUMENT IS PROVIDED ON AN "AS-IS" BASIS BY LEVEL FIELD 4 NEGOTIATION SERVICES, AND CARRIES NO WARRANTIES, EXPRESSED, IMPLIED, OR OTHERWISE. NOR DOES IT CARRY ANY WEIGHT OF LAW OTHER THAN THAT ASSIGNED TO IT BY THOSE TO WHOM IT IS LICENSED BY LEVEL FIELD 4 NEGOTIATIONS SERVICES.**