



Brad Kramer
Director of Nutrition Services
14001 E. 32nd Street South
Independence, MO 64057
(816)521-5371 Fax (816)521-5652

RFP 2023 NS-02
District Beverage Vending

Proposal Due:
December 1, 2023
2:00 pm

1. Background

1.1. Notice

1.1.1. Independence School District (the "District") seeks proposals from qualified firms for District Beverage and Snack Vending and Direct Sale Services through competitive bidding. Proposals are sought for a complete implementation solution including, but not limited to, providing comprehensive direct and vending sales and services and associated equipment/vending machines for the distribution of beverage and snack products (including any labor required to install, maintain, repair, or otherwise service equipment/vending machines) for all Independence 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 thirty-five (35) facilities as specified by the District. This agreement will cover all District activities including, but not limited to, athletics, booster clubs, concession stands, student stores, cafeterias, and beverage and snack vending machines. This will not be an exclusive brand agreement and it will not include milk products. The District is responsible for managing all contracts awarded. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District Nutrition Services Department office by 2:00 p.m. Central Standard Time on or before December 1, 2023. All information necessary for the submittal is contained in this RFP. This RFP is also available in an electronic format at: <http://sites.isdschools.org/purchasing/bids-and-rfps>

1.1.2. The District is an Affirmative Action-Equal Opportunity Employer that provides Equal Employment Opportunity. Women-owned enterprises and Minority-owned enterprises are encouraged to submit a proposal.

1.1.3. If a proposal is not to be submitted, please fill out the Non-Response Bid Form in Appendix F.

1.2. RFP Schedule

1.2.1. Issue RFP: November 15, 2023

1.2.2. Deadline to supply written questions: November 27, 2023

1.2.3. Addendum notification posted with answers to submitted questions: November 28, 2023

1.2.4. **Bids due: December 1, 2023 by 2:00 p.m.**

1.2.5. Bid Opening: December 1, 2023 after 2:00 p.m. (at the Nutrition Services Office, 14001 E 32nd St S, Independence, MO 64055.

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1.2.6. Bid Acceptance: December 14, 2023

2. Requested Items

2.1. *Type of items requested:*

- 2.1.1. A resulting agreement is intended to cover items in the following categories: vending machine equipment placement and service, concession stand supplies sales, bulk sales, etc.;
- 2.1.2. Buy American- All commodities and products must be of domestic origin to the maximum extent practicable, as required by 7CFR Part 210.21 (d).

"Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (Substantially means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)

Limited Exceptions:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing, by the vendor, for prior approval by the District, in advance of delivery.

Exceptions include:

1. The product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Limited exceptions to the Buy American Provision allow for the purchase of products not meeting the "domestic" standard. Before utilizing an exception, alternatives must be considered:

1. Are there other domestic sources for this product?
2. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
3. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, in advance of delivery. The request must include the:

1. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

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2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

2.2. Locations:

- 2.2.1. Building location list is provided in Appendix C

2.3. Description of items requested:

- 2.3.1. Requirement and Response section is provided in Appendix D.
- 2.3.2. The machine vended items submitted must support the standards of the Smart Snacks Beverage Guidelines provided in Appendix E.

2.4. Project Schedule

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by the schedule, however, it is subject to change if necessary. More detailed arrangements will be made with the winning bidder.

- 2.4.1. Vendor selection date: December 12, 2023
- 2.4.2. Vendor notification to proceed date: December 13, 2023
- 2.4.3. Contract start, or implementation, date: January 1, 2024

3. Scope of Services

The District operates thirty-one (31) school-oriented sites plus four (4) administrative sites. Our schools are open from mid-August through the last week of May. Additionally, a summer school program is offered during June and July each year. The administrative sites operate 12-months. For the term of the Agreement and extensions permitted pursuant to this Request for Proposal, other Missouri school districts or agencies may join Independence School District and be permitted to benefit from this RFP and the fees established hereunder.

3.1. Bid Terms and Conditions:

- 3.1.1. Each bid will be made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the price most advantageous to the District will prevail.
- 3.1.2. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that "over 51% of the final processed product consists of agricultural commodities that were grown domestically." For items not meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:
 - 3.1.2.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and
 - 3.1.2.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.
- 3.1.3. Appendix D- Product Bid Sheet section instructions:
 - 3.1.3.1. For each statement listed, the bidder shall provide an answer in the Response column. The first item listed in this section is a sample entry.
 - 3.1.3.2. On a monthly basis the successful bidder shall return a percentage commission of the total sales from all vending machines. The percentage commission of total sales shall be stated in Appendix D. Only proposals exceeding a minimum of 35% of gross sales receipts will be considered.

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3.1.4. Other Bid Requirements:

3.1.4.1. Each bidder is required to submit a policy concerning the use of employee uniforms and identification name tags with their proposals.

3.1.4.2. Technical Approach and Contract Administration: Each bidder shall describe their plans and approach for accomplishing the specific work requested and outlined in this Section 3.3. The information provided shall be in enough detail to enable the District to ascertain the bidder’s understanding of the effort to be accomplished and shall outline the steps in the total service proposed. Technical Proposals shall provide narrative information to evidence the suitability of the contractor’s technical approach to delivering the services sought under the RFP.

3.1.5. Each proposal must state whether bidder has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District which could constitute a conflict of interest. *A-133 Compliance Supplement*: The bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

3.1.6. *A-133 Compliance Supplement*: Each bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

3.1.6.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP. Said contracts or agreements must incorporate the terms and conditions included in this Section 3.3.

3.1.7. **Submission**

3.1.7.1. Submit proposals in a sealed envelope which is clearly marked “District Beverage and Snack Vending and Direct Sale Services Proposal” and deliver to the following address and person:

Brad Kramer
Director of Nutrition Services
14001 East 32nd Street South
Independence, MO 64057
816-521-5371

3.1.7.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.

3.1.7.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. The District is not responsible for lateness or non-delivery by the U.S. Postal Service to the District. The time and date recorded by the District shall be the official time of receipt.

3.1.7.4. The successful bidder shall include with the bid a complete listing of their stock book indicating all inventory items maintained in their warehouse as of the bid deadline date, including item name, pack size and order unit.

3.1.7.5. Bidder’s Checklist: All items listed below must be included when submitting your proposal with 1 paper copy and all same documents on a jump/flash drive. All documents may be in a PDF format.

- Technical Proposal _____
- Features Response _____
- Signed Debarment Letter _____

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3.1.8. Evaluation of the bid:

3.1.8.1. Appendix D must be completed by the bidder and all statements in Appendix D must be answered in the order listed.

3.1.8.2. District reserves the right to request product demonstrations where and when appropriate.

3.1.9. Contract Negotiations

3.1.9.1. By submitting a bid responsive to this RFP, all bidders agree that all terms included in Section 3.3 of the RFP shall be incorporated into and govern the resulting contract unless that District and awardee agree otherwise in writing.

3.2. Proposal Evaluation Categories And Weights:

3.2.1. Bidders are cautioned that proposals will be accepted and evaluated as submitted.

3.2.2. Proposals shall only be considered from firms that have been engaged in successfully providing similar services to those described in this Request for Proposal. Bidders must be able to produce evidence that they have established a satisfactory record of agreement negotiations; performed for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure they can satisfactorily deliver the services if awarded and Agreement. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the District. The evaluation process is designed to award the procurement not to the bidder of least cost, but to the bidder with the best combination of attributes based upon the evaluation criteria.

3.2.3. Evaluation and selection criteria:

3.2.3.1. Provided all costs and fees of system, 0-40 points

3.2.3.2. The vendor's proposal was responsive, 0-10 points.

3.2.3.3. Demonstrated understanding of RFP requirements, 0-10 points.

3.2.3.4. Provided references for relevant experience, 0-10 points.

3.2.3.5. Quality of service, 0-10 points.

3.2.3.6. Demonstrated stability of business, 0-10 points.

3.2.3.7. Experience with large scale implementation, 0-10 points.

Each bidder will be scored based on a determination of an evaluating committee.

Upon completion of evaluation of proposals, the winning bid will be awarded. Upon award agreement, the other submitting bidders will be notified. The award bid will be open for review upon request.

3.3. Contractual Terms and Conditions: The terms and conditions set forth in this Section 3.3 shall be incorporated into and govern the contract resulting from this RFP:

3.3.1. Compliance: Contractor performance will be monitored, as required by 7 CFR 3016.36(b) (2) to monitor contractor performance to ensure compliance with all contractual requirements, including the Buy American provision. Contractor must provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products upon request by the District. The Contractor is able to and shall as appropriate, look back far enough in the manufacturing process to be reasonable sure that any significant foreign content has been identified. The Contractor shall also comply with all applicable District rules, regulations, policies,

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and procedures when engaged in Contract related activities, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.

- 3.3.2. 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. Material Safety Data Sheets must be provided for each item as applicable.
- 3.3.3. Hold Harmless: The Contractor agrees to protect, defend indemnify, and hold the District, its Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims liens, demands, obligations, actions, proceedings, or causes of action, of every kind, and character in connection with, or arising directly, or indirectly out of this Contract and/or the performance hereof. Contractor understands and acknowledges that, in accordance with Missouri law, District will not agree to indemnify Contractor for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.
- 3.3.4. Tax Exemptions: The District is exempt from various federal, state, and local taxes.
- 3.3.5. Law Governing: This Contract shall be subject to, governed by, and construed according to the laws of the state of Missouri and any action relating to this Contract shall only be commenced in the Circuit Court for Jackson County, Missouri.
- 3.3.6. Non-discrimination: Contractor shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex (including gender identity and sexual orientation), national origin or religious creed.
- 3.3.7. Account Representative: Contractor shall assign an account representative to the District account(s). District The assigned account representative must have some prior food service experience and must be available to help the District in a variety of instances such as, but not limited to, the following:
- 3.3.7.1. Demonstrating new products available on the market.
 - 3.3.7.2. Conducting trainings and workshops as requested either in person or over the internet.
 - 3.3.7.3. Handling the District's complaints and inquiries about various products.
 - 3.3.7.4. Resolving problems related to Contractor's services under this Contract.
- 3.3.8. Commission: On a monthly basis, Contractor shall return a percentage commission of the total sales from all vending machines to the District The percentage commission of total sales shall be as stated in Appendix D of the attached and incorporated proposal submitted by Contractor .

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- 3.3.8.1. Within twenty-five (25) calendar days following the end of each month, the Contractor shall provide the appropriate commission payment to the District and shall make all commissions payable to at the following address:
- Independence School District
Attn: Accounts Receivable- Business Office
201 North Forest Avenue
Independence, MO 64050
- The Contractor shall submit the payment in the form of a certified check or cashier's check.
- 3.3.9. Reports: The Contractor shall provide monthly volume reports to the District Business Office and to the Director of Nutrition Services. Reports should provide sales volumes by school or building, product type, and vending machine in Excel format. In addition, Contractor shall provide a list of nutritional information for every product sold in every vending machine to the District Director of Nutrition Services prior to product being placed in the vending machine. Should a new or different product become available, a list of nutritional information shall be provided and approved by the District Director of Nutrition Services prior to product being placed in the vending machine.
- 3.3.10. Inspection: The District shall have the right to inspect the Contractor's products, equipment, areas, and operations with respect to the quality of vending service, the method of service, safety, sanitation, and maintenance of any applicable premises. The Contractor and District Director of Nutrition Service and/or Assistant Director of Financial Services shall coordinate vending machine audits.
- 3.3.11. Equipment: The Contractor shall provide state-of-the-art, energy-efficient equipment for dispensing beverages and snack food items at no cost to the District. Service and maintenance of equipment is to be the sole responsibility of the successful bidder and will be performed during normal business hours or at times of mutual convenience of the concerned parties. The successful bidder shall furnish all supplies, materials, equipment, management, and labor necessary for the efficient, sanitary, and ecologically sound operation of the District's Beverage and Snack Vending and Direct Sale Service Program. The Contractor shall conduct all service calls within 24-hours of notification and will not hold District responsible for damaged machines.
- 3.3.11.1. Vending machines are to be equipped with power-miser units that minimize power consumption based upon hours and days of operation at each building.
- 3.3.11.2. Title to all equipment required by the Contract shall be held by and vested in the Contractor. The District shall not be liable in the event of loss, incident, destruction, theft, damage, etc., arising out of the ownership, selection, possession, operation, control, use, maintenance, delivery, return, and/or installation of the equipment provided by the successful bidder. It shall be the Contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the successful bidder deems appropriate.

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- 3.3.12. Patron Refunds: The Contractor shall be responsible for all refunds. A uniform system shall be in place for refunding money at all times. District personnel shall not be involved with handling refunds or any money resulting in refunds. Each vending machine will clearly state how a patron who inserts money will be refunded, should no product (or expired product) be the end result of the purchase.
- 3.3.13. Payment/Invoices: All payment shall be processed using the invoices provided at the time of delivery. Statements of purchase must be provided by the Contractor, which will be used by the District to reconcile expenditures. Electronic payment options should be available through the District. Invoices shall be prepared and submitted in duplicate to the Independence School District. Invoices shall contain the following information: contract account number, item number, item name & description, unit price and extended total by location serviced with a grand total at bottom. District shall receive one invoice per delivery.
- 3.3.14. PTA/Booster Club Groups: It is possible that PTA groups and Booster clubs will make purchases. Contractor will allow for payments from these groups as sub accounts to the District.
- 3.3.15. Polly's Pop Products: The District utilizes product from a local community business, "Polly's Pop", in District locations. This business is located in the Independence city limits. The Contractor will make allowances to the District for use of the business' product in concession stand locations. There is no vending machine application at this time.
- 3.3.16. Discounts and Rebates: Contractor will pass on to the District all promotional allowances, discounts and manufacturers rebates in the form of lower prices. Contractor shall also keep the District informed of any rebates that may be redeemed by the District and provide tracking information on usage, so the District may take full advantage of all available rebates and free goods offers.
- 3.3.17. Contract Term:
- 3.3.17.1. Initial term: December 13, 2023 through June 30, 2026
- 3.3.17.2. Renewals: This Contract shall be renewable annually for two more years beyond the Initial Term. First renewable term: July 1, 2026-June 30, 2027. Second renewable term: July 1, 2027-June 30, 2028.
- 3.3.17.3. After the first six (6) months of the Initial Term, and then in the subsequent twelve month periods as appropriate, the prices quoted by Contractor in response to the District's RFP may be adjusted up or down in an amount 1) mutually agreed upon in writing in advance by both parties and/or; 2) not to exceed the Consumer Price Index (CPI), appropriate for the product/commodity, as published by the United States Department Of Labor.
- 3.3.18. Required Insurance. Contractor shall have, and maintain for the duration of the Contract, the following kinds of insurance for the policy amounts identified and incorporating any terms included below. Contractor shall provide copies of all certificates of insurance requested by the District.

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- 3.3.18.1. Liability**
- 3.3.18.1.1. \$1,000,000 per incident (minimum)
 - 3.3.18.1.2. \$1,000,000 annual (minimum)
 - 3.3.18.1.3. The District shall be named as additional insured under General Liability Policy. The parties agree and understand that the District's inclusion as an additional insured on Contractor's policy and the insurance coverage thereby provided to District is neither intended nor required to provide coverage to District for claims from which District enjoys sovereign immunity. The applicable Certificate of Insurance listing District as an additional insured may contain specific coverage exemptions for the District from such claims.
- 3.3.18.2. Workers Compensation**
- 3.3.18.2.1. Statutory limits
- 3.3.19. Performance and Payment Bonds. Contractor shall provide sufficient payment and performance bonds to the District for the faithful performance of all measures included in the Contract
- 3.3.20. E-Verify. Missouri law requires all companies doing business under contracts with a value greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States." To the extent not provided with Contractor's bid, within 7 days of the execution of this Contract, Contractor shall provide to District an affidavit of compliance with E-Verify rules including a notarized statement that Vendor has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Vendor does not knowingly employ any person who is an unauthorized alien in conjunction with the Products being provided under this Contract.
- 3.3.21. Liquidated Damages. The District may assess liquidated damages for work not completed as agreed upon.
- 3.3.22. Termination. This Contract may be terminated at any time by the District upon sixty (60) days written notice, should the District determine that it is not in its best interest to continue the Contract and/or the Contractor is not performing with the provisions and intent of this Contract. Upon receipt of the termination notice, the Contractor shall have twenty (20) days to correct non-compliance issues. If compliance is achieved, the termination notice may be cancelled. This Contract may be terminated by the Contractor with sixty (60) days written notice for failure by the District to comply with the Contract terms.
- 3.3.23. Background Checks. Contractor shall require that all employees who will interact in an unsupervised fashion with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to

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District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

3.3.24. Miscellaneous.

- 3.3.24.1. Anti-Discrimination Against Israel Act. To the extent that § 34.600, RSMo. applies to this Contract, Contractor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Contractor engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.
- 3.3.24.2. Relationship of the Parties. District and Contractor are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Contractor and any person employed by or conducting business with District shall not be a partner, employee, agent or joint venturer of District.
- 3.3.24.3. Sovereign Immunity. Nothing in this Contract shall constitute any waiver of District's sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
- 3.3.24.4. Assignment & Subcontracting. Contractor may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Contract without the written consent of the District.
- 3.3.24.5. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Contract. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Contract.
- 3.3.24.6. Fax Signatures. For purposes of this Contract, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Contract or any amendment or other document executed in compliance with this paragraph.
- 3.3.24.7. Force Majeure. In the event it should become impossible for either party to perform its obligations under this Contract at any time or times because of Acts of

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God, pandemic, government restriction, unavailability of fuel, parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due to the party's own fault or negligence.

3.3.24.8. Entire Agreement. This Contract contains the entire agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the products and services called for under this Contract. The Contract may only be modified in writing by mutual consent of the parties.

3.3.24.9. Non-Waiver. No failure of either party to exercise any power or right this Contract gives or to insist upon compliance with any obligation under this Contract, and no custom or practice of the Parties that varies from the terms of this Contract shall waive either party's right to demand full compliance with this Contract.

3.3.24.10. Severability. In the event any court holds one or more clauses of this Contract void or unenforceable, the parties shall treat the clause or those clauses as separate and shall treat the remainder of this Contract as valid and in full force and effect.

3.3.24.11. Authorized Signatories. The individuals signing this Contract represent that they have the requisite authority and capacity from the respective parties to execute this Contract.

4. Interpretation, Questions, Withdrawal

4.1. Interpretation

- 4.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 4.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than November 27, 2023 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school District.
- 4.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

4.2. Questions

- 4.2.1. Submit written questions to the following person:

Brad Kramer
 Director of Nutrition Services
 14001 East 32nd Street South
 Independence, MO 64057
 816-521-5371
brad_kramer@idschools.org

4.3. Withdrawal

- 4.3.1. Any Contractor may withdraw his proposal prior to the scheduled due date for receipt of proposals.

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- 4.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled due date for receipt of proposals.

5. Reservation of Rights

- 5.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.**

6. Proposal Evaluation

6.1. Award

- 6.1.1. The contract will be awarded to the bidder submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified by phone call or email message at the earliest practical date. Non-winning bidders will be notified by email message or mailed document at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.
- 6.1.2. The District notifies all proposers that female-owned business enterprises and minority-owned business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex (including gender identity and sexual orientation), national origin or ancestry.
- 6.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

6.2. Acceptance Period

- 6.2.1. All proposal offers must be firm for 365 days from the start of the contract on January 1, 2024.

7. Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- 7.1.** Successful bidder must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 7.2.** Successful bidder must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.
- 7.3.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 7.4.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it

District Beverage And Snack Vending And Direct Sale Services

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 7.5.** § 200.322 Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- 1. I am over twenty-one years of age; and know of the matters set forth.
- 2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
- 3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
- 4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List 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.

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

District Beverage And Snack Vending And Direct Sale Services

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name
Name(s) and Title(s) of Authorized Representative(s)
Signature(s) Date

Form AD-1047 (1/92)

District Beverage And Snack Vending And Direct Sale Services

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____

Number of Years:

Type of Experience:

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school Districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – ISD 2023-NS-02 District Beverage and Snack Vending and Direct Sale Services

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD 2022-NS-02 District Beverage and Snack Vending and Direct Sale Services. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

Appendix B

RESPECTFULLY SUBMITTED:

_____	_____
Signature	Title
_____	_____
Name (Please type or write clearly)	Date
_____	_____
Company Name	Telephone Number Fax Number
_____	_____
Street	Email address
_____	_____
City, State, Zip Code	License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix C

Independence School District Addresses

High Schools and Middle Schools are open at 6:30 a.m. and Elementary Schools are open at 7:30 a.m. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30.

ELEMENTARY SCHOOLS

Benton Elementary 521-5599
429 S Leslie 64055

Santa Fe Trail Elementary 521-5599
1301 S. Windsor 64055

Blackburn Elementary 521-5599
17302 E RD Mize Rd 64057

Hanthorn 521-5599
1511 Kings Highway 64055

Bryant Elementary 521-5599
827 W College 64050

Randall Elementary 521-5599
509 Jennings Rd 64056

Fairmount Elementary 521-5599
120 N. Cedar, Sugar Creek, MO 64053

Sunshine Center 521-5599
18400 E Salisbury 64056

Glendale Elementary 521-5599
2611 Lee's Summit Rd 640

Mallinson Elementary 521-5599
709 N Forrest Ave 64054

Independence Academy 521-5599
600 W. Mechanic 64050

Independence Arts & Technology
315 N. Main St. 64050

Luff Elementary 521-5599
3700 S Delaware Ave 64055

Ott Elementary 521-5599 Ex. 50570
1525 N. Noland Rd 64050

Little Blue Elementary 521-5599
2020 Quail Drive 64057

Procter Elementary 521-5599
1403 W Linden Ave. 64052

Mill Creek Elementary 521-5599
2601 N. Liberty 64050

Cassell Park Elementary 521-5540
10401 E. 31st Street South 64052

Korte Elementary 521-5599
2437 S. Hardy 64052

Wm Southern Elementary 521-5599
4300 S. Phelps Rd. 64055

Spring Branch Elementary 521-5599
20404 E. Truman Road 64056

Sugar Creek Elementary 521-5599
11424 Gill 64054

Sycamore Elementary 521-5599
15208 E. 39th St. 64055

Three Trails Elementary 521-5599
11801 E. 32nd St. 64052

MIDDLE SCHOOLS

Bingham Middle School 521-5372
1716 S Speck Rd 64057

Bridger Middle School 521-5376
18200 E. M78 Highway 64057

Nowlin Middle School 521-5599
2800 Hardy 64052

Pioneer Ridge Middle School 521-5599
1656 S. Speck Rd. 64057

HIGH SCHOOLS

Truman High School 521-5599
3301 S Noland Rd 64055

Van Horn High School 521-5599
1109 Arlington 64053

William Chrisman High School 521-5599
1223 N. Noland Rd 64050

WAREHOUSE

Independence School District Nutrition Services 521-5371
14001 East 32nd Street South 64055

TRANSPORTATION

Independence Transportation Department 521-5335

CENTRAL OFFICE

201 N. Forest Avenue 521-5300

HENLEY AQUATIC CENTER

Located in James Bridger Middle School
816-521-5377

This page left intentionally blank.

Appendix D- Product Bid Sheet

Duplicate this sheet if more item space is necessary. First item listed below is a sample entry.

	Product	Brand	Size (oz)	Container	Grade Level: HS/MS	Meets Smart Snack Guidelines (Y/N)	Vend Price	Case Cost	Case Count
	Water	XYZ	10 oz	Plastic Bottle	HS/MS	Y	\$1.00	\$12	24
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									

Note: Concession stand items do not need to meet Smart Snack Guidelines since these products are not sold within the time-frame of a school day. A school day is defined as starting at midnight, the night before, and ending 30-minutes after the final school bell.

Proposed Commission Rate: _____% Commission Rate to be applied to total sales and paid to the District monthly.

Appendix E- Smart Snack Beverage Guidelines

Category Requirement:	Middle School	High School
Plain or carbonated water	Any size	Any size
Low-fat milk, unflavored	≤12oz	≤12oz
Non-fat milk (skim), flavored or unflavored*	≤12oz	≤12oz
100% fruit or vegetable juice- plain or carbonated with no added sweeteners	≤12oz	≤12oz
100% fruit or vegetable juice, diluted with water- plain or carbonated with no added sweeteners	≤12oz	≤12oz
No calorie beverages, flavored and/or carbonated- <5 calories per 8oz, or ≤ 10 calories per 20oz	Not permitted	≤20oz
Low calorie beverages, flavored and/or carbonated- ≤40 calories per 8oz, or ≤60 calories per 12oz	Not permitted	≤12oz

*including nutritionally equivalent milk alternatives as permitted by the school meal requirements.
Note: Caffeinated beverages are only permitted at the High School level.

Smart Snacks Standards for foods:

To qualify as a Smart Snack, a snack must first meet the general nutrition standards:
 Be a grain product that contains 50% or more whole grains by weight (have a whole grain as the first ingredient); or
 Have as the first ingredient a fruit, a vegetable, a dairy food, or a protein food; or
 Be a combination food that contains at least ¼-cup of fruit and/or vegetable (for example, ¼-cup of raisins with enriched pretzels); and
 The food must meet the nutrient standards for calories, sodium, fats, and total sugars.

Nutrient	Snack
Calories	200 calories or less
Sodium	200 mg or less
Total Fat	35% of calories or less
Saturated Fat	Less than 10% of calories
Trans Fat	0 g
Total Sugars	35% by weight or less

Appendix F- No-Bid Response Form

This form is designed to assist the bidder in providing information necessary to confirm a “No-Bid” response. To remain potentially involved in future opportunities, the bidder should state the reasons for declining such an invitation. Please submit to Procurement after completion and required signature.

BID NAME & NUMBER: District Beverage and Vending NS-02

Company Name: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

Please Note:

A no-bid response is a critical factor in remaining on the bidders list, and thus ensures future business opportunities. In addition, a no bid response demonstrates that, while you are not interested in bidding for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective bidders list.

We, the undersigned have declined to submit a bid for the following reason(s):

- Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).
- Unable to meet deadline for responding to above bid number (IFB/RFP).
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond/Insurance requirement(s).
- Specifications unclear (explain below).
- Please remove us from your “Bidders List”.
- Other (specify below).

COMMENTS:

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By: _____
Name (Printed) Title/Department

Signature Date