



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

**RFP 2022 NS-02
District Beverage Vending**

Proposal Due:
May 11, 2022
2:00 pm

1. Background

1.1. Notice

1.1.1. Independence School District (the "District") seeks proposals from qualified firms for District Beverage Vending services through competitive bidding. Proposals are sought for a complete implementation solution including, but not limited to, furnishing beverage products and vending machine equipment, stocking vending machine equipment, and servicing and maintaining equipment in accordance with the terms, conditions, requirements, and specifications set forth in this agreement. The District also operates concession stands in some buildings for which dispensing products and equipment will be needed. The District's Nutrition Services Department also supplies beverage vending machine services within District buildings. Product purchases made for these "self-operated" machines on behalf of the Nutrition Services Department will also be a part of this RFP. 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 May 11, 2022. 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 E.

1.2. RFP Schedule

1.2.1. Issue RFP: April 13, 2022

1.2.2. Deadline to supply written questions: April 27, 2022

1.2.3. Addendum notification posted with answers to submitted questions: May 4, 2022

1.2.4. Bids due: May 11, 2022 by 2:00 p.m.

1.2.5. Bid Acceptance: June 14, 2022

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, sufficient equipment, service, and supplies necessary to facilitate the continued sale of permitted beverage products; **concession stand equipment** placement, sufficient equipment, service, and supplies necessary to facilitate the continued sale of permitted beverage products in this environment; and **permitted beverage products for the Nutrition Services Department**.
- 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.
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: June 14, 2022
- 2.4.2. Vendor notification to proceed date: June 15, 2022
- 2.4.3. Contract start, or implementation, date: July 1, 2022

3. Scope of Services

The District operates 30 school-oriented production sites which provide breakfast and lunch to approximately 14,500 students each day. 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 that services approximately 5,100 students. There is 1 production site that is not school-oriented. 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. PowerSchool is our database of record for all students enrolled at Independence School District.
- 3.1.4. Appendix D- Product Bid Sheet section instructions:
 - 3.1.4.1. 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.
- 3.1.5. Evaluation of the bid:
 - 3.1.5.1. To be considered as a bidder, all statements in Appendix D must be answered in the order listed.

- 3.1.5.2. Appendix D must be completed by the bidder.
- 3.1.5.3. District reserves the right to request product demonstrations where and when appropriate.

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:

- 3.3.1. 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. Suppliers should be prepared to provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products. The successful bidder will be able to look back far enough in the manufacturing process to be reasonable sure that any significant foreign content has been identified.
- 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 Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims liens, demands, obligations, actions, proceedings, or causes of action, of every kind, and character in connection with, or arising directly, or indirectly out of this agreement and/or the performance hereof.

- 3.3.4. Tax Exemptions: The district is exempt from various federal, state, and local taxes.
- 3.3.5. Law Governing: All agreements shall be subject to, governed by, and construed according to the laws of the state of Missouri.
- 3.3.6. Non-discrimination: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.
- 3.3.7. Service: The successful bidder will have an account representative assigned to the district accounts. The district feels it will be helpful if the person has some prior food service experience so they will be able to understand our needs. This representative should be available to help the district in a variety of instances such as, but not limited to, the following:
 - 3.3.7.1. Demonstrate new products available on the market.
 - 3.3.7.2. Conduct trainings and workshops as requested either in person or over the internet.
 - 3.3.7.3. Handle the district's complaints and inquiries about various products.
 - 3.3.7.4. Resolve problems.
- 3.3.8. 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.
- 3.3.9. Within twenty-five (25) calendar days following the end of each month, the successful bidder 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 successful bidder shall submit the payment in the form of a certified check or cashier's check.

- 3.3.10. The successful bidder is required to 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.
- 3.3.11. The District shall have the right to inspect the successful bidder's company products, equipment, areas, and operations with respect to the quality of vending service, the method of service, safety, sanitation, and maintenance of said premises. The successful bidder and Director of Nutrition Service and/or Assistant Director of Financial Services shall coordinate vending machine audits.
- 3.3.12. The successful bidder shall provide state-of-the-art, energy efficient equipment for dispensing beverages 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 Vending program. The successful bidder shall conduct all service calls within 24-hours of notification.

- 3.3.13. Vending machines are to be equipped with power-miser units that minimize power consumption based upon hours and days of operation at each building.
- 3.3.14. The successful bidder is required to submit a policy concerning the use of employee uniforms and identification name tags with their proposals.
- 3.3.15. The successful bidder shall provide a list of nutritional information for every product sold in every vending machine to the 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 Director of Nutrition Services prior to product being placed in the vending machine.
- 3.3.16. The successful bidder 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.
- 3.3.17. Title to the vending equipment required by the contract shall be held by and vested in the successful bidder's company. 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 successful bidders' sole responsibility to obtain insurance coverage for such loss in an amount that the successful bidder deems appropriate.
- 3.3.18. Payment: Payment is processed using the invoices provided at the time of delivery. Statements of purchase must be provided by the vendor, which will be used by the District to reconcile expenditures. Electronic payment options should be available through the District.
- 3.3.19. It is possible that PTA groups and Booster clubs will make purchases. The successful bidder will allow for payments from these groups as sub accounts to the District.
- 3.3.20. The district does utilize product from a local community business, "Polly's Pop", in district locations. This business is located in the Independence city limits. The successful bidder 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.
- 3.3.21. Discounts and Rebates: The supplier will pass on to the district all promotional allowances, discounts and manufacturers rebates in the form of lower prices. The supplier 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.
- 3.3.22. Technical Approach and Contract Administration: The contractor shall describe their plans and approach for accomplishing the specific work requested. The information provided shall be in enough detail to enable the District to ascertain the contractor's understanding of the effort to be accomplished and shall outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the contractor's technical approach to delivering the services sought under the RFP.

3.4. Terms of Contract

- 3.4.1. Initial term: July 1, 2022 through June 30, 2025

- 3.4.2. Renewals: Renewable annually for two more years beyond the initial term stipulated in 3.4.1. First renewable term: July 1, 2025-June 30, 2026. Second renewable term: July 1, 2026-June 30, 2027.
- 3.4.3. After the initial twelve months, and same subsequent twelve month periods, the prices quoted in response to this 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.

4. Required Insurance

4.1. Liability

- 4.1.1. \$1,000,000 per incident (minimum)
- 4.1.2. \$1,000,000 annual (minimum)

4.2. Workers Compensation

- 4.2.1. Statutory limits

4.3. Bond

- 4.3.1. Payment: Amount of Agreement
- 4.3.2. Performance: Amount of Agreement

4.4. Additional Insured

- 4.4.1. The District shall be named as additional insured under General Liability Policy.

5. Disclosures and notifications

5.1. Conflicts of interest

- 5.1.1. Proposal must state whether proposer 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.

5.2. Cooperative Procurement

- 5.2.1. Indicate whether, if the District accepted your proposal, you would provide the same products and services under the same prices and terms to any public school district located within the greater Kansas City metropolitan trade area.
 - 5.2.1.1. _____ YES _____ NO (Initial Next to one)
- 5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.
- 5.2.3. Other public school districts themselves have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.
- 5.2.4. The ordering public school district will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.
- 5.2.5. Each public school district that is a party to the joint proposal may 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.

6. Contract terms

6.1. E-Verify

- 6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

6.2. Liquidated Damages

- 6.2.1. The District may assess liquidated damages for work not completed as agreed upon.

6.3. Applicable law

6.3.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.4. Termination

6.4.1. This agreement may be terminated at any time by the district upon sixty days written notice, should the district determine that it is not in its best interest to continue the agreement and/or the supplier is not performing with the provisions and intent of this agreement. Upon receipt of the termination notice, the bidder shall have twenty days to correct non-compliance issues. If compliance is achieved, the termination notice will be cancelled. This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with the agreement terms.

6.5. Compliance with laws and policies

6.5.1. Bidder must comply with all federal and state anti-discrimination laws, as well as with all Board policies, rules, and regulations.

6.5.2. All work shall meet or exceed the Americans with Disabilities Guidelines.

6.5.3. *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.

6.6. Background Checks

6.6.1. Contracts entered pursuant to this RFP must 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 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.

6.7. Indemnity

6.7.1. The District will not agree to indemnify any bidder 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.

6.8. Proposed contract

6.8.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

7. Interpretation, Questions, Withdrawal

7.1. Interpretation

7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.

7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 27, 2022 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.

7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

7.2. Questions

7.2.1. 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

7.3. Withdrawal

- 7.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.
- 7.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

8. Proposal submission and opening

8.1. Submission

- 8.1.1. Submit proposals in a sealed envelope which is clearly marked "District Beverage Vending 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
- 8.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.
- 8.1.3. 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.
- 8.1.4. 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.
- 8.1.5. 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 _____

8.2. Opening

- 8.2.1. The proposals will be opened and publicly read at the following location on the following date and time:
Date: May 11, 2022
Time: 2:00 p.m.
Location: Nutrition Services Office
14001 East 32nd Street South
Independence, MO 64057.

9. Reservation of Rights

9.1. 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.

10. Proposal Evaluation

10.1. Award

- 10.1.1. 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.

- 10.1.2. 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, national origin or ancestry.
- 10.1.3. 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.

10.2. Acceptance Period

- 10.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2022.

11. Invoicing and Payments

- 11.1.** 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.

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

- 12.1.** 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).
- 12.2.** 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.
- 12.3.** 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.
- 12.4.** 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 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.

- 12.5.** § 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 _____

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)

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 2022-NS-02 District Beverage Vending

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 Vending. 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. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30 and no deliveries after 1:30.

ELEMENTARY SCHOOLS

Independence Academy 521-5599 Ex. 85570
600 W. Mechanic 64050

MIDDLE SCHOOLS

Bingham Middle School 521-5372 Ex. 23570
1716 S Speck Rd 64057
Vending & possible concession services

Bridger Middle School 521-5376 Ex. 21570
18200 E. M78 Highway 64057
Vending & possible concession services

Nowlin Middle School 521-5599 Ex. 25570
2800 Hardy 64052
Vending & possible concession services

Pioneer Ridge Middle School 521-5599 Ex. 24570
1656 S. Speck Rd. 64057
Vending & possible concession services

WAREHOUSE

Independence School District Nutrition Services 521-5371
14001 East 32nd Street South
For delivery of “self-operated” machine products

CENTRAL OFFICE

West Side Café
201 North Forest 521-5300
For delivery of “self-operated” machine products

HIGH SCHOOLS

Truman High School 521-5599 Ex. 12570
3301 S Noland Rd 64055
Vending & concession services

Van Horn High School 521-5599 Ex. 17570
1109 Arlington 64053
Vending & concession services

William Chrisman High School 521-5599 Ex. 16570
1223 N. Noland Rd 64050
Vending & concession services

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.

Beverage vended items (bottled): _____% commission on sales.

Beverage vended items (canned): _____% commission on sales.

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.

Appendix E- 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