

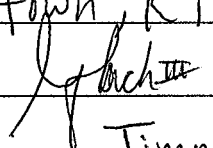
BID FORM
CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

Beverage Marketing Agreement

To: Lisa Caldwell, Treasurer
Marion County Board of Education
755 East Main St.
Lebanon, KY 40033

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be **in compliance with all requirements and technical specifications** included in this invitation to bid, except as noted below:

Exceptions:

Name of Company/Individual Pepsi Beverages Company
Address 1215 Hawkins Dr
Elizabethtown, KY 42701
Authorized Signature 
Please Print or Type Name Jimmy Black
Official Title Key Account Manager Date 5/4/10
Telephone No. (502) 718-2606 Fax No (502) 375-5220

**BID FORM
CONFLICT OF INTEREST**

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract; and any solicitation or proposal therefore, in which to his/her knowledge:

- (A) He/she, or any member of his/her immediate family, has a financial interest herein; or
- (B) A business or organization in which he/she or any member of his/her immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- (C) Any other person, business, or organization with whom he/she or any member of his/her immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any Board member or employee with procurement authority, or a member of his/her immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the Board member or employee to forfeiture of his/her position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee with procurement authority or Board member of the Marion County Board of Education.

Pepsi Beverages Company
Name of Company

[Signature] 5/4/10
Authorized Signature Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the bid form in order for your bid to be qualified

Marion County Board of Education
BID FORM
SPECIFICATIONS AND RESPONSE TO BID
Beverage Marketing Agreement

General Information

1. Bid opening will be at 1:00 p.m. on Wednesday, May 4, 2016.
2. Return only Bid Forms Pages 4 through 10.
3. References to the Board include all schools, departments, and other affiliated groups that sell or distribute beverages on the Board's premises.
4. The period of the contract shall be for the period beginning July 1, 2016, through June 30, 2019, or for some other period of time as agreed upon through this bid process..
5. If you have any questions about this bid, please call Lisa Caldwell at 270-692-3721, ext. 227.

This bid is for an agreement to market certain brands of beverage products ("Agreement") on the premises of the Marion County Board of Education.

Specifications

1. Beverages shall be defined as any and all non-alcoholic drinks except milk, hot beverages, teas brewed on the Board's premises, juice that is a menu item as part of the school breakfast and lunch programs, and any other beverage that is sold by the school district's food service program. This includes bottled, canned and fountain beverages.
2. Brands shall mean any and all beverages sold and distributed by the winning bidder ("Marketer") and any and all beverages that the Marketer may sell or distribute in the future, including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, bottled teas, sports or isotonic drinks, bottled waters, and bottled coffees.
3. Premises shall mean each one of the Board's locations, whether owned, operated, controlled leased, or utilized by it, including each and every vending location, special events, concession vending areas, cafeteria, and all other locations that become operational for the Board during the term of the Agreement, with the exceptions noted in item 1.
4. As part of the Agreement, the Board shall designate the Marketer through its brands, as the sole, exclusive, and official beverage supplier, distributor, and advertiser of the Board and its premises. The Board shall cause the Marketer's brands to be exclusively available at the facilities and no beverages or beverage-related items that compete with or are the same as or similar to the brands shall be made available, advertised, and/or promoted by the Board or on its premises. On the occasion of special events, camps, clinics, and other similar events sponsored by the Board or its affiliates and held on the premises, all distributed and sold beverages shall be the brands of the Marketer and the organizers and/or promoters shall use said brands as their beverage supplier.
5. The Board is asking for bids on an agreement that begins on July 1, 2016, for a three-year or five-year agreement that ends June 30, 2019 or 2021, respectively.

Signature _____

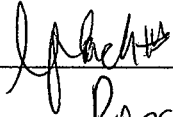
Date 5/4/16

Company _____

Pepsi Beverages Company

Specifications (Continued)

6. The Board cannot be held responsible for individual acts that lead to the consumption of beverages on its premises that are not related to the products of the Marketer. For example, an employee may bring from home and drink for lunch a beverage that is distributed by the Marketer's competitor.
7. All payments made and value given to the Board shall be deemed to have been earned equally over the entire Term, regardless of the date of actual payment, except in the case of a deliberate act by the Marketer that causes it to be in the Board's best interests to terminate the agreement. In the event the agreement is terminated prior to the end of the term, the Board shall allow the Marketer access to the Premises for not less than sixty (60) days to take possession of each and every piece of Marketer's equipment without claim of trespass. The Board also agrees to return to the Marketer on a prorated basis all monetary amounts paid to but not earned by the Board. The Board and Marketer shall agree to make every commercially reasonable effort to reconcile any differences which may arise.
8. The Marketer shall be afforded space in a prominent position for exclusive Brand Identification at various locations on the Premises, including, but not limited to, menu and message boards, as mutually agreed upon by representatives of the Board and the Marketer, prior to commencement of the agreement. Marketer shall be responsible for purchasing and installing such signage, subject to the approval of the Board, while the Board shall be responsible for maintaining such signage. Any and all space afforded to the Marketer shall be clearly visible to the purchasing public. The Board agrees that it will be responsible for policing those locations in the immediate vicinity of the Premises under its control to insure that areas assigned for Brand Identification are maintained and furthermore that it will prohibit the placement of any and all advertising or promotional materials of any beverages that compete with or are the same as or similar to the brands at all areas on the premises.
9. During the term, the Marketer shall provide and supply the Board with all necessary equipment to dispense the brands on the premises without charge, provided that the only products dispensed from such equipment are the Marketer's brands. The Marketer shall provide service on all equipment without charge. All rights, title, and interest in all such equipment shall at all time remain with the Marketer.
10. The Board is responsible for participating in and abiding by the rules of all applicable government programs, including, but not limited to, those applicable to school lunch and breakfast programs. Such rules may subsequently override the terms of the agreement between the Marketer and the Board, in which case the two parties agree to make the adjustments necessary to keep the Board in compliance with said rules.
11. The Marketer shall give the Board at least an annual report showing the volume of beverages purchased by the Board and the volume of beverages delivered to the various locations as part of the full-service vending program.
12. The Board shall retain the right to purchase the Marketer's Brands from retail or wholesale sources other than the Marketer.
13. This is subject to a final review of any agreement by the Board's attorney.

Signature  Date 5/4/00
Company Pepsi Beverages Company

Response to Bid

1. Attach to your bid response a list of all of your brands that should currently be considered under this bid.
2. List the prices for which you will sell cases of beverages to the Board. Attach additional pages if necessary:

Container Size	Container/Beverage Description	No./ Case	Price/ Case	Commission Per Case
20oz	Soda	24	\$16.84	Rebate/case \$1.00 (15.84) Dead Net Price
10oz	Dole juice	24	\$16.25	
10.1oz	Robinson Fruit Shoots	24	\$17.88	
16.9oz	Aquafina	24	\$8.35	
12oz	Soda	24	\$8.49	
12oz	Aquafina	24	\$8.65	
16.9oz 20oz	Aquafina	24	\$12.41	
20oz	Gatorade	24	\$20.69	\$2/case Rebate \$18.69 Dead Net Price
20oz	Propel	24	27.26	\$4 rebate \$23.26 Drop
12oz	Gatorade 62	24	\$17.73	
20oz	Sohe Life Water	12	\$15.02	

3. How long will the above prices be honored? 1 year

4. Please describe the pricing structure after the prices expire.

Prices are not to exceed a 4% increase annually

Signature [Signature] Date 5/4/16

Company Pepsi Beverages Company

Response to Bid (Continued)

5. Sponsorship fees to be paid to the Board on an annual basis. You must bid at least the minimum amounts shown on one or both options:

Alternative 1 – Three (3) year sponsorship

_____ per year times 3 = _____ Total fees

Alternative 2 - Five (5) year sponsorship

* \$4,000 per year times 5 = \$20,000 Total fees

* \$3,000/yr guaranteed, \$1,000/yr variable based on volume threshold of 2,700 cases

6. Full-service vending commissions per case. Please include at least one "discounted" vending price for faculty and staff, e.g. \$0.50 or \$0.60 per can. *see Powerpoint for more detail

<u>Size of Drink</u>	<u>Vending Price</u>	<u>Commission per Case</u>
12oz can	\$1.75	25%
12oz bottles	\$1.00	45%
Aquafina 20oz bottles	\$1.25	45%
20oz Gatorade	\$1.50	45%
20oz Soda	\$1.25	45%
_____	_____	_____

7. How often will commissions be remitted Period or Quarterly
8. How often will the Board receive a report showing the volume of drinks purchased by the Board and delivered to its locations as part of the full-service vending program? As requested, monthly, quarterly and/or Yearly

Signature

[Signature]

Date

5/4/16

Company

Pepsi Beverages Company

Response to Bid (Continued)

9. Other annual benefits provided **at no cost** to the Board:
(Mark "n.a." if it does not apply.)

<u>Quan.</u>	<u>Item Description</u>
_____	Cases of 12 oz. cans
_____	Cases of 20 oz. bottles
_____	Cases of hydration drink powder – Yield of _____ gal./case.
_____	Case(s) of 8 oz. Cups (2500 per case)
_____	7 – gallon coolers
_____	3 – gallon coolers
_____	Cases of branded towels – Total Towels _____
_____	Cases of branded t-shirts – Total shirts _____
_____	Sideline carts
_____	Ice barrels

Specify other benefits:

2 Gatorade Sideline Kits Annually (*see Power Point)

100 Cases of free goods per year either 12oz cans or 16.9oz bottles of Aquafina

Signature J. Fletcher Date 5/4/16

Company Pepsi Beverages Company