

Invitation to Bid – Five Year Soft Drink Agreement

Spencer County Public Schools System uses Model Procurement for bidding supplies and services for our schools. Please complete the following form and sign the "Invitation to Bid" form and return both to:

Spencer County Public Schools
207 West Main Street
Taylorsville, KY 40071
Attn: Brett Beaverson

All bids must be received by 10:00 am (EST) Friday, August 12, 2016. A faxed copy of the bid may be submitted but must be confirmed by a signed original within 24 hours of the bid opening. Otherwise the bid may be determined to be ineligible for consideration.

The agreement period extends annually for a five-year period beginning September 1, 2016 and ending August 31, 2021. The Spencer County Public Schools reserve the right to terminate the agreement each anniversary pending written approval by both the bid awardee and the superintendent, or designee.

For additional information contact Mark Thomas, (502) 477-3250

Additional Specifications:

1. **Additional Incentives Annual Payout Schedule** – Please fill in blanks. (Monthly, Quarterly, or Annual rebates are acceptable and must be determined with a specific timeline.

Vendor Incentives	
Self-Serve - 5 Year Agreement	
Year 1 - \$3000	- Due September 1, 2017
Year 2 - \$2500	- Due September 1, 2018
Year 3 - \$2500	- Due September 1, 2019
Year 4 - \$2500	- Due September 1, 2020
Year 5 - \$2500	- Due September 1, 2021
Full-Serve - 5 Year Agreement	
Year 1 - \$2500	- Due September 1, 2017
Year 2 - \$1000	- Due September 1, 2018
Year 3 - \$1000	- Due September 1, 2019
Year 4 - \$1000	- Due September 1, 2020
Year 5 - \$1000	- Due September 1, 2021
Quarterly disbursements are acceptable if arranged.	
Additional Support – 2 Gatorade Kits Annually	
Scholarship Fund - \$	
Annual Allotment of free cases of soft drink – 25 Cases	
Notes from vendor: Annual Funding amounts are for a 5 year deal that goes the full term and with a volume threshold of 1,000 cases.	

2. The successful bidder will be expected to deliver items to the site from which items were ordered. Deliveries are to be made during school hours only unless otherwise arranged by the school representative. No item is to be delivered without prior approval of the cafeteria manager or principal (or designee) of the school. Any advance delivery must be pre-approved by the principal, designee or cafeteria manager.
3. This bid will establish uniformity of procurement of cafeteria commodities for use in all of the Spencer County Public Schools; however, the bid does not supersede any current or future OVEC bid relating to state approved cafeteria beverages. While the Board of Education will approve the bid, individual schools will make the purchases. Payment for goods will be made following approval at the next regular meeting of the Spencer County Board of Education.
4. Spencer County Public Schools personnel, prior to leaving any shipment or delivery, must sign all delivery invoices. The Spencer County Public Schools will not be held liable for any shipments left without signature.
5. All agreements over \$10,000/\$7,500, awarded by the School Food Authority (SFA), must include a provision to the effect that the SFA, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purposes of making audit, examination, excerpts, and transcriptions.
6. The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school may have to seek interim product sources. Failure to deliver 100% of the items on this list – within 48 hours – shall be considered a default without communicating to designated school representative.
7. Bid awardee is required to provide soft drink vending machines in locations specified by bidder. Vending machines must provide change and include an on/off timer feature. Vending Machine timers will be set in accordance with the Healthy Hunger Free Kids Act (HHFKA).
8. Vending machines shall arrive with lighting removed, disabled, or LED.
9. Deliveries must be guaranteed within 2 working days of ordering (if specified) and emergency service must be performed within 24 hours of reporting.
10. Competitive Food Sales - KRS 158.854(3) prohibits sales of any item in competition with the breakfast and lunch programs from the time of the arrival of the first student in the morning until thirty minutes after the last lunch period.
11. Beverage Sales and Content. During the period of time beginning thirty (30) minutes after the last lunch period and until the end of the regular school day, a beverage offered for sale through a vending machine, school store, canteen, or fundraiser on school property shall:
 - (1) Be a:
 - (a) Fluid unflavored or flavored milk shall be skim milk;
 - (b) Plain or flavored, non-caloric, noncarbonated water;
 - (c) 100% fruit or vegetable juice or any combination of both totaling 100%; or
 - (d) Any other beverage that contains no more than (10) grams of sugar per serving, except this limit shall not apply to 100% fruit or vegetable juice or any combination of both equaling 100%;
 - and
 - (2)
 - (a) Except as provided in paragraph (b) of this subsection, not to exceed a volume size of (17) ounces, except for plain or flavored, non-caloric, noncarbonated water or
 - (b) For sales to middle school or high school students (6-12 grade) the volume size of a beverage shall not exceed (20) ounces.
12. All drinks are available after school hours in middle school and high school.
13. Energy type drinks of any kind will not be permitted to be sold on campus.

14. The contract shall comply with current school nutrition legislation.

13. Restrictions are not applicable to teacher work rooms or bus garage unless legislated.

14. Examples of drinks to be available: Waters (including flavors and/or vitamin), 100% Juices (all flavors), Tea (including diet), Athletic Drinks, Diet Soft Drinks (all flavors), Caffeine Free Diet Soft Drinks, Diet Drinks with artificial sweeteners, and Soft Drinks (all flavors)

15. Schools will determine their option of Self-Service or Full-Service.

**Please attach additional incentives your company can offer Spencer County Public Schools. (i.e. cash, scoreboard, sports equipment, etc.)

Self-Service Bid (modify as necessary)

<u>Size</u>	<u>Item</u>	<u>Cost per Item</u>	<u>Cost per Case</u>
20 oz.	Bottle Soft Drink (specify flavors)		\$18.75
	w/Rebate		\$1.75
	Dead Net Price	\$.71	\$17.00
	Pepsi, Mountain Dew, Dr. Pepper etc		
12 oz.	Canned Fruit Drink (specify flavors)		
	12oz Soda, Brisk Cans	\$.40	\$9.50
	12oz Kickstart	\$.79	\$9.50
20 oz.	Bottle Fruit Drink (specify flavors)		\$18.75
	With rebate		\$1.75
	Dead Net Price	\$.71	\$17.00
	Lipton Brisk Full product list attached		
20 oz.	Bottle Sport Drink (specify flavors)		\$19.50
	Rebate		\$1.75
	Dead Net Price	\$.74	\$17.75
	Gatorade (Product List attached)		

16 oz.	Bottled Water (16.9oz Aquafina)	\$.35	\$8.50
20 oz.	Bottled Water	\$.46	\$11.00
	Aquafina		

Full-Service Bid

<u>Size</u>	<u>Item</u>	<u>Cost per Item</u>	<u>Cost per Case</u>
20 oz.	Bottle Soft Drink (specify flavors)	\$1.25	\$30
	43% Commission	\$.54 comm/unit	\$12.90 comm/case
	Pepsi, Mountain Dew, Dr. Pepper etc.		
	Full Product List Attached		
12 oz.	Canned Fruit Drink (specify flavors)	\$.75	\$18
	27% Commission	\$.20 comm/unit	\$4.86 comm/case
	12oz Kickstart	\$1.25	\$15
	43% Commission	\$.54 comm/unit	\$6.45 comm/case
10 oz.	Dole Juice (Bottled)	\$1.50	\$36
	43% Commission	\$.65	\$15.48
20 oz.	Bottle Fruit Drink (specify flavors)	\$1.25	\$30
	43% Commission	\$.54 comm/unit	\$12.90 comm/case
	Lipton Brisk		
20 oz.	Bottle Sport Drink (specify flavors)	\$1.50	\$36
	43% Commission	\$.65 comm/unit	\$15.48 comm/case
12oz.	Gatorade G2	\$1.25	\$30
	43% Commission	\$.54 comm/unit	\$12.90 comm/case
20 oz.	Gatorade Propel	\$1.50	\$36
	43% Commission	\$.65 comm/unit	
16 oz.	Bottled Water	N/A	

20 oz.	Bottled Water	\$1.25	\$30
	43% Commission	\$.65 comm/unit	\$12.90 comm/case
	Aquafina		

Soft Drink Vendors by School

Spencer Elementary School	Taylorsville Elementary School	Spencer County Middle School	Spencer County High School	Bus Garage
1	1	4 2- one door coolers	8 2 – two door coolers	1

Vending Machine Setup for Optimal Sales

Except for vending machines in the teacher workrooms, water, flavored water, and tea drinks, the vending machine timers shall be set to only allow sales 30 minutes after the last lunch period is served.

Carbonated soft drinks will be separate vending machines and timers shall be set to allow sales after the regular school day. Carbonated drinks shall not be sold during the regular school day.

Vending machines in the teacher workrooms can have combinations of all drink types.

Bid Instructions

1. Submit one copy of your completed bid on the form supplied in a properly addressed envelope clearly marked BID Response for Soft Drinks
2. Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. All bid prices must include transportation and delivery to the building as specified.
3. Bids, to receive consideration, must be received prior to time designated in this invitation, and none will be accepted thereafter. Faxed documents are acceptable for bid consideration with the understanding that the bid isn't sealed. (FAX 502-477-3259).
4. Bid form must be signed by an officer or member of the bidding firm who is authorized to legally bind the firm.
5. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest and to award by item, combination of items, or lot.
6. All bids shall be effective for thirty (30) days from date of opening unless otherwise specified in special conditions of bidding, and no bid may be withdrawn prior to that time.
7. Manufacturer's catalog numbers, trade names, etc., where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitutions or departure proposed by bidder must be clearly noted and described, otherwise it will be understood that bidder intends to supply items specifically mentioned in the bid invitation.
8. Specified samples may be furnished free of expense to Spencer County Public Schools. Right is reserved to mutilate or destroy any specified samples in the evaluation process. Unused samples will not be returned to except by specific request and at total bidders' expense.

School addresses available at: <http://www.spencer.kyschools.us/Schools>

9. It is to be understood that the bidder, if awarded a contract, agrees to protect, defend and save harmless the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, articles or device that may enter into the manufacture, construction, or part of the work covered by either order or contract. The bidder further agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants or agents.

10. Federal Excise Taxes of Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Board of Education. Bids should not include any such taxes. Exemption certificates will be furnished when required.

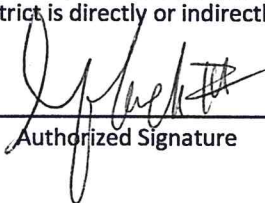
12. Information pertaining to any item or condition in this request may be obtained by communicating with the Mark Thomas, Director of Operations, Spencer County Board of Education, 207 W. Main Street, Taylorsville, Ky. 40071 (502) 477-3250.

12. CONFLICTS OF INTEREST

A. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Board of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.

B. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees which are designed to secure a public contract for supplies or service.

The undersigned declares that this bid is without collusion or fraud, that no member of the Spencer County Board of Education or other offices of said school district is directly or indirectly interested in the profits of this bid.



Authorized Signature

Company Name Pepsi Beverages Company
Authorized Agent Jimmy Black
Email Address jim.black1@pepsico.com
Address 4010 Crittenden Dr
City, State, Zip Louisville, KY 40209
Phone (502) 718-2606
Cell (502) 718-2606
Fax () _____
Distributor (if different) _____
Remittance Address 4010 Crittenden Dr
Louisville, KY 40209

U. S. Department of Agriculture

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Federal 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 with which this transaction originated.

- (1.) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Pepsi Beverages Company
Organization Name PR/Award or Project Name
Jimmy Black
Name(s) and Title(s) of Authorized Representative(s)
[Signature] 8/11/10
Signature(s) Date

Form AD-1048