

**BID FORM**  
**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

**Beverage Marketing Agreement**

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

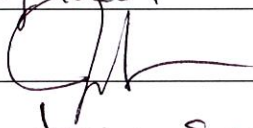
In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be **in compliance with all requirements and technical specifications** included in this invitation to bid, except as noted below:

**Exceptions:** *Except the terms of this bid with exceptions.*  
*\* Legal exceptions attached.*

Name of Company/Individual Pepsi Beverages Company

Address 4010 Crittenden Dr.

Louisville Ky 40209

Authorized Signature 

Please Print or Type Name Jason Spencer

Official Title Key Account Mgr. Date 5-2-2022

Telephone No. 502-718-2606 Fax No. \_\_\_\_\_

**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 Beverage Company  
Name of Company

  
Authorized Signature

5-2-2022  
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 1:30 p.m. on Wednesday, May 4, 2022.
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, 2022, through June 30, 2027.
5. If you have any questions about this bid, please call Scott at 270-692-3721, ext. 50227.

**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, 2022, five-year agreement that ends June 30, 2027.

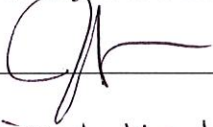
Signature  Date 5-2-2022

Company Except the terms of this bid with exceptions.  
**Specifications (Continued)** \* Legal exceptions attached



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 ensure 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 the Marketer.
13. This is subject to a final review of any agreement by the Board's attorney.

Signature



Date 5-2-2022

Company Except the terms of this bid with exceptions.

\* Legal exceptions attached

### 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<br>Size | Container/Beverage Description | No./<br>Case | Price/<br>Case | Commission<br>Per Case |
|-------------------|--------------------------------|--------------|----------------|------------------------|
| 20oz              | Carbonated soft drink          | 24           | \$ 24.00       | \$ 1.00                |
| 20oz              | Lipton Brisk Tea               | 24           | \$ 24.00       | \$ 1.00                |
| 20oz              | Aquafina water                 | 24           | \$ 14.15       |                        |
| 20oz              | Gatorade                       | 24           | \$ 25.05       | \$ 2.00                |
| 20oz              | Gatorade Propel                | 12           | \$ 15.10       |                        |
| 16.9oz            | Aquafina water                 | 24           | \$ 10.90       |                        |
| 12oz              | Canned soft drinks             | 24           | \$ 12.20       |                        |
| 16oz              | Mt Dew Kickstart               | 12           | \$ 17.00       |                        |
|                   |                                |              |                |                        |
|                   |                                |              |                |                        |
|                   |                                |              |                |                        |
|                   |                                |              |                |                        |
|                   |                                |              |                |                        |
|                   |                                |              |                |                        |
|                   |                                |              |                |                        |
|                   |                                |              |                |                        |

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

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

Price increases every year on your anniversary

Signature \_\_\_\_\_



Date 5-2-2022

Company Pepsi Beverages Company

### Response to Bid (Continued)

5. Sponsorship fees to be paid to the Board on an annual basis.

Five (5) year sponsorship \* Year One \$ 3,500.00

\* Year 2-5 \$ 1,000.00 per year times 5 = \$ 7,500.00 Total fees

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.

| <u>Size of Drink</u> | <u>Vending Price</u> | <u>Commission per Case</u> |
|----------------------|----------------------|----------------------------|
| 20oz Soft Drinks     | \$ 1.75              | 38%                        |
| 20oz Gatorade        | \$ 2.00              | 38%                        |
| 20oz Propel          | \$ 2.00              | 38%                        |
| 20oz Life Water      | \$ 2.25              | 38%                        |
| 20oz Aquafina        | \$ 1.75              | 38%                        |
| 12oz Cans            | \$ .60               | —                          |

7. How often will commissions be remitted 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? Quarterly

Signature



Date 5-2-2022

Company

Pepsi Beverage 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>                                             |
|------------------|---------------------------------------------------------------------|
| <u>100</u>       | Cases of 12 oz. cans                                                |
| <u>      </u>    | Cases of 20 oz. bottles                                             |
| <u>      </u>    | Cases of hydration drink powder – Yield of <u>      </u> gal./case. |
| <u>      </u>    | Case(s) of 8 oz. Cups (2500 per case)                               |
| <u>      </u>    | 7 – gallon coolers                                                  |
| <u>      </u>    | 3 – gallon coolers                                                  |
| <u>      </u>    | Cases of branded towels – Total Towels <u>          </u>            |
| <u>      </u>    | Cases of branded t-shirts – Total shirts <u>          </u>          |
| <u>      </u>    | Sideline carts                                                      |
| <u>As Needed</u> | Ice barrels                                                         |
|                  | <u>Specify other benefits:</u>                                      |
| <u>      </u>    | <u>* See Attachment</u>                                             |
| <u>      </u>    | <u>* Two Gatorade Kits per year</u>                                 |

Signature  Date 5-2-2022

Company Reps: Bway's Company

**GENERAL BID INSTRUCTIONS AND CONDITIONS**  
(PLEASE READ CAREFULLY)