

# INVITATION TO BE A PARTICIPATING VENDOR FOR CARBONATED DRINKS JUICE, AND SPORTS DRINK BID 2021-22

## GENERAL TERMS AND CONDITIONS

### SCOPE OF CONTRACT

The Pulaski County Board of Education issues this invitation to supply vending machine services.

### CONTRACT PERIOD

July 1, 2021 through June 30, 2022 with the option to renew the contract for (2) additional, one year periods if it is agreeable by both parties.

### AGENCIES TO BE SERVED

All schools and other locations, Pulaski County School System, Somerset, KY. Sales and/or vending operations handled by parents and/or community personnel as official school sponsors of clubs or other organizations will not fall under the scope of this contract. All such arrangements must be selected, negotiated and approved by the individual groups.

### REQUIREMENTS

Participants will be expected to furnish all equipment, products and services necessary to fulfill this agreement. Awarded vendor must also be willing to fulfill the "scoreboards" section of this bid. Failure to fulfill any of these requirements will be considered a disqualification of your response.

### PRODUCTS

All products shall be date coded or some other method shall be used that is sufficient to determine the age of the product. Each time a machine is restocked, a copy of the invoice is to be given to the principal.

### CONNECTION OF EQUIPMENT

Electricity, water connections and outlets will be supplied at such vending machine locations by the school system. Final connections are to be made by the vendor.

### SERVICE PERSONNEL

Service men will be dressed in clean uniforms and will observe all regulations in effect at the schools. The school will be provided with the name, address and telephone number of all service personnel. A decal with the service personnel's name and telephone number will be affixed to at least one machine in each location.

### SERVICE

Vending machines must be serviced regularly and an ample stock of merchandise is to be maintained in each machine at all locations. All units must be kept free of dirt and the equipment sanitized on a regular basis in accordance with all state and county sanitation laws or contract is subject to cancellation.

### REPAIR SERVICE

Each participating vendor must provide prompt repair service.

### TAX AND LICENSE FEES

It shall be the responsibility of the vendor to comply with all local, state or federal requirements concerning licenses, taxes, sanitation requirements, etc.

### LIST OF SERIAL NUMBERS BY LOCATION

It will be the vendor's responsibility, within the maximum of thirty (30) days after complete installation, to supply Pulaski County Board of Education a list by location of all machines.

### SALE OF PRODUCTS

All products sold by the vendor must be sold exclusively through vending machines in accordance with the terms herein agreed upon.

### REFUNDS

Refunds are to be the responsibility of the vending machine operator and a uniform system of refunding money, acceptable to the principal and the designee for the Pulaski County Board of Education, is to be used.

### METERS

All vending equipment must have tamper proof meters.

### DAMAGE

The Pulaski County Board of Education will not be responsible for damage or loss to vending equipment and contents due to vandalism, robbery or any other action or cause. The school system will cooperate to do everything feasible to guard against such occurrences.

### SELLING PRICE

We ask that all products be sold in 16.9 oz. to 20 oz. plastic bottles. The selling price to the consumer should be set at \$1.25. Prices on drinks can not be changed during this contract period.

### WATER

We reserve the right to buy water from other sources and to, if the need arises, sell water in our schools.

## COMMISSION

Each participating vendor must submit a report to the various schools or locations that list the vending machines separately and a gross sales figure for each machine for the reporting month. Gross sales information must come from the tamper proof meter. Reports and payments are to be received by schools and other locations by the 10<sup>th</sup> of the month for the previous month. Late payment may serve as justification for cancellation of the contract. Each participant is required to give the school or other Pulaski County School location 30% of gross sales. This is across the board on the entire product line.

## AUDIT

All records of products, sales, machine maintenance and sanitation are to be made available to the Pulaski County Board of Education's vending committee for inspection when required. We reserve the right to verify on an unannounced basis the removal of monies and or products from each machine.

## SCOREBOARDS

Awarded carbonated drink vendors are required to assist in maintaining existing electronic scoreboards for athletic purposes for all Pulaski County Schools. This includes basketball, football, soccer, baseball, softball and volleyball.

### MAINTENANCE ON SCOREBOARDS

Maintenance service on the scoreboards shall be completed within 3 working days from notification of any needed repairs unless an extension is approved by a Pulaski County Board of Education representative.

### PHONE NUMBERS REQUIRED

We will require a daytime and an after hours phone number to use to make a request for service on scoreboards.

## RENEWAL

This contract provides for an optional renewal period. The vendor will be advised of any proposed revision prior to the renewal period. In the event proposed revisions can not be agreed upon, either party shall have the right to withdraw from exercising the renewal option.

## CRIMINAL HISTORY VERIFICATION

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Pulaski County students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: sex-related offense convictions, convictions against minors, felony offense convictions against persons or property, alcohol violation convictions, drug related offense convictions, deadly weapon related offense convictions, or a pattern of irresponsible behavior, based upon the background check. Upon request, the successful bidder will supply evidence that criminal history checks have been completed for employees in contact with our students.

# REQUEST TO BE A PARTICIPATING VENDOR 2021-22

Please complete the form below and return it to  
the Pulaski County Board of Education.

By completing the form below, I understand that my company will be eligible to be a participating carbonated drink, juice, and sports drink vendor for the 2021-22 school year. I understand that my company will be required to pay Pulaski County Schools 30% of the gross sales for the entire product line and will furnish 16.9 ounce to 20 ounce drinks. Only items meeting the new stipulated guidelines for beverage sales will be in the schools. I further agree to maintain existing scoreboards, and install and service any new scoreboards purchased by Pulaski County Board of Education.

\_\_\_\_\_ Yes, I would like to be a participating vendor for carbonated drinks,  
juice, and sport drinks for the 2021-22 school year.

\_\_\_\_\_ No, I do not wish to be a participating vendor for the 2021-22 school year.

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

COMPANY REPRESENTATIVE \_\_\_\_\_

The bid will be mailed out on March 15, 2021 and is due on April 30, 2021 at 2:00pm to Shelley Todd at Pulaski County Board of Education, located at 925 N Main Street, Somerset, KY. 42503. If you have any questions feel free to contact Shelley Todd via email at [Shelley.todd@pulaski.kyschools.us](mailto:Shelley.todd@pulaski.kyschools.us).