



**Kansas City Kansas
Community College**

Request for Proposal/Bid 25-009	
Campus Pouring Rights & Vending	
RFP/Bid Issued:	July 3, 2025
Question/clarification deadline:	July 11, 2025
Proposals/Bids Due:	July 18, 2025
Buyer:	Linda Burgess, Purchasing Specialist Jennifer Keffer, Director of Business & Auxiliary Services Kansas City Kansas Community College 7250 State Avenue, Kansas city Kansas 66112 Email: lburgess@kckcc.edu Email: jkeffer@kckcc.edu

FORM A

RESPONDENT ACKNOWLEDGEMENT

RFP 25-009

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Phone #	Date
Fax #	Tax ID #
Email Address	

TABLE OF CONTENTS

RFP NO. 25-009

PROFILE OF KANSAS CITY KANSAS COMMUNITY COLLEGE	PAGE 4
INSTRUCTIONS FOR SUBMITTING PROPOSAL	PAGE 5
SCOPE OF SERVICES / PROPOSAL REQUIREMENTS	PAGE 8
GENERAL TERMS AND CONDITIONS	PAGE 19

RFP INFORMATION, INSTRUCTIONS, FORMS

REQUEST FOR PROPOSALS NO. 25-00X

PROFILE OF KANSAS CITY, KANSAS COMMUNITY COLLEGE

Kansas City Kansas Community College is a centrally located public 2-year institution in the Kansas City metropolitan area, in northeast Kansas. The College was founded in 1923 and is accredited by the Higher Learning Commission. KCKCC's Main Campus and Technical Education Centers are within the city limits of Kansas City, Kansas, located within Wyandotte County near State Avenue and College Parkway. The College also serves Leavenworth County with a satellite center, Pioneer Career Center.

The stated mission of KCKCC is "Inspire individuals and enrich our community one student at a time."

Most students attending KCKCC (74%) are residents of Wyandotte and Leavenworth County, Kansas, with the other 26% of students being drawn primarily from surrounding counties in Kansas and Missouri. Leavenworth County residents account for 20% of KCKCC enrollment. A majority of students commute to KCKCC, however, approximately 250 students live on campus in the Centennial Hall dormitory. Of those students who live on campus, most are student athletes. Their presence enhances the small immigrant international community on campus as recruits from Central and South America and Europe play baseball, soccer, volleyball, and basketball while attending KCKCC.

Roughly 13% of students who attend classes at KCKCC attend at the Dr. Thomas R. Burke Technical Education Center (TEC), 6565 State Avenue, Kansas City, Kansas 66102. Dually enrolled students receiving instruction in their local high school setting runs around 12% of the total enrollment at the TEC. The remaining 88% are enrolled in a variety of technical education programs such as cosmetology, electrical, audio engineering, building trades, culinary arts, and physical therapy assistant.

The Main Campus has approximately 1800 students who have in-person classes on site. We have approximately 525 staff and faculty working on main campus. The TEC center has around 800 students per semester taking courses on-site and about 100 total staff and faculty members.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

SECTION 1: GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

- A. Must submit three (3) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. A pdf copy of the proposal should be emailed to lburgess@kckcc.edu by the deadline. Paper copies should be mailed or delivered to 7250 State Avenue, Kansas City, Kansas 66112, Attention: Linda Burgess, Purchasing Specialist, Administrative Offices, Upper Jewel.
- B. The College reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the College, in its sole discretion.
- C. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.
- D. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP 25-009**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFP in its entirety and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.
- E. Questions and information pertaining to any item of this request may be obtained by submitting a request via email prior to the submittal deadline as noted on Page 1. Except in writing as noted on page 1, no other communication will take place between respondents and employees of the College during the RFP process.
- F. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the College. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
- G. It is the responsibility of each respondent to become familiar with the requirements of this RFP. Lack of knowledge concerning the RFP's requirements will not relieve the respondent of conditions submitted in response to the submittal.
- H. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all respondents on record as having received the RFP and posted on the College's website. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**

- I. The College will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
- J. In all cases, no verbal communication will override written communication, and only written communications are binding.
- K. The College shall not be obligated to return the respondent's submittal once submitted, whether or not the submittal is withdrawn.

SECTION 2: EVALUATION CRITERIA

Evaluation will be in accordance with the College's policies and practices and purchasing policy. The College shall base its selections for professional services required for a project upon, but not limited to, the following criteria:

- A. **Approach to the Scope of Services.** The scope of the services offered and the extent to which they meet or exceed the requirements of the College.
- B. **Personnel.** Professional credentials and experience of all personnel who will be involved with the project. The specialized experience and technical competence of the respondent with respect to the type of services required.
- C. **Capacity to Perform the Work.** The capacity and capability of the respondent to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project. Total resources of the respondent that can be applied to the Project, including project schedule.
- D. **Experience.** The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules. Previous experience with similar or like services as outlined in this RFP, including references, level of satisfaction of present and former clients with accounts of comparable size and complexity.
- E. **Familiarity.** The respondent's proximity to and familiarity with the College and/or higher education. Understanding of the scope and work required as evidenced by the submittal and the ability of the respondent to deliver services as requested.
- F. **Fee Proposal.** Selection will be made based upon the most responsible respondent in the sole discretion of the College, including costs. A responsible respondent is a firm who has the capability and experience in all aspects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

SECTION 3: PROPOSAL SUBMITTALS

Bid/Proposal Format – the following should be clearly identified in your proposal:

1. Respondent Acknowledgement Sheet – Completed copy of page 2 of this RFP.
2. Company Overview and History - Describe your company, officers, number of employees, and operating policies. State the number of years your organization has been in business and the financial stability of your company (no more than 2 pages).
3. Experience/References – Describe your experience in performing the services requested in this RFP. Indicate if you have previously contracted with KCKCC, and if any contract with KCKCC was terminated or declared in default by the College due to performance, breach, or other concerns. Provide three (3) references, preferably those that include current and former public higher education clients for similar work.
4. Key Personnel – Identify key personnel who would be assigned to this project to provide the services described in the Scope of Work, highlighting the primary point of contact for the College. Include an organizational chart and resumes as appropriate.
5. Project Approach – Describe in detail the approach to the project. Provide a detailed, task-oriented timeline for the project as it relates to the project requirements.
6. Financial Proposal – As part of this proposal, Vendor should submit a creative financial proposal, which maximizes revenues to the University. The financial proposal may have multiple components, including any or all of the following:
 - Revenue Sharing Opportunities,
 - Commissions on gross sales for all products sold by Vendor,
 - Sponsorship and Marketing opportunities.
 - Rebates and/or Growth Incentive rebates,
 - Other support

The above categories are not intended to be prescriptive, and the College is open to receiving proposals that contain components not outlined in this RFP. The Vendor should submit a detailed plan, outlining how their proposal maximizes revenue to the College, including any guaranteed funds. The financial proposal should be submitted on an excel spreadsheet (if feasible) and submitted as a separate document from the rest of the proposal.

SCOPE OF SERVICES

SECTION 1: INTRODUCTION TO PROJECT

The College is requesting sealed Proposals from qualified vendors to provide campus beverage vending and pouring rights.

Background

For the past ten years, Kansas City Kansas Community College (KCKCC) has partnered with Coca-Cola for beverage vending. The COVID-19 shutdown impacted the viability of pouring rights at the main campus location. KCKCC is now looking for a vendor who is interested in becoming our beverage vending and pouring rights partner. The college needs a partner who can help provide beverages for our student population, including student athletes, at a price point that is equitable and reasonable. The college is interested in providing beverage vending at our main campus and TEC locations as well as potential future sites.

SECTION 2: SCOPE OF WORK

Kansas City Kansas Community College (KCKCC) is seeking qualified vendor(s) that can provide comprehensive beverage services to its students, visitors, and employees at its facilities and special events locations. The winning vendor will need to demonstrate the capacity to provide superior service and put forth an attractive revenue plan. The goals of KCKCC with this RFP and eventual contract include the following:

- a. Provide high quality beverage services for students, visitors and employees
- b. Increase revenue for the College and its programs
- c. Provide structure, efficiency and continuity to the vending machine and pouring operations at college facilities.

Requirement for Services

KCKCC desires:

- a. At no charge to the College, operation of a network of beverage vending machines. At no charge to the College, pouring operation equipment including, but not limited to, fountain, ice makers, display coolers/cases, sign boards etc. located at various campus locations.
- b. The ability to purchase at competitive prices prepackaged beverage products for retail sale.
- c. The ability to purchase at competitive prices prepackaged beverage products for use with pouring equipment that is provided by the vendor at no cost to the College.

KCKCC has a high number of students, visitors, and employees to service through both pouring and vending machine operations and requires superior beverage services from a responsible and responsive vendor that will provide the desired wide variety of product offerings. The ability to accommodate a wide variety of product offerings that are accessible at multiple points across campus, and in a price sensitive manner, is vital to the College's objectives.

KCKCC has partners which assist the College in their operations, the selected vendor shall be required to sell to these partners, which may change over the course of the Contract, at the same rates and under

the same terms as Vendor would sell to the College. Sales to these partners shall be included in any sales numbers and commission and calculations of returns to the College.

Vendor Operations

Each product container shall provide a production date, expiration date and product code label. All products shall be of the latest pack at the time of delivery and include tamper proof seals. Products shall be clearly and accurately labeled to prevent product mix up.

The Vendor shall be responsible for the collection of all vending machine monies. Upon the execution of a contract or subsequent implementation, the Vendor and the College will agree upon procedures for accounting and transfer of funds.

The College shall not guarantee an uninterrupted supply of water, steam, electricity or heat except that it shall exercise reasonable diligence in restoring service following an interruption. The College shall not be liable for any loss that may result from the interruptions or failure of any such utility services.

The Vendor may propose alterations and facility changes to available vending service space the Vendor feels essential to the Vendor's mode of operation. The Vendor shall propose any such alterations or facility changes to designated KCKCC representatives. Payment for such alterations must be mutually agreeable to both the vendor and the College prior to alteration.

KCKCC may from time to time request the professional services of the Vendor to assist on a consulting basis in the development of layouts and specifications for new or remodeled vending service facilities at no cost to the College.

Upon termination or expiration of this Contract, the Vendor shall vacate the premises and deliver up the premises to the College in the same condition that the premises are in at the time the Vendor entered the premises hereunder, reasonable use and wear accepted. Vendor's vending machines and other pouring operation equipment must be removed within 15 days after termination of the Contract unless otherwise agreed by the parties.

The Vendor shall be responsible for control of keys and passes obtained from KCKCC and the security of those areas which the keys or passes control when they are used by its representatives. The Vendor shall be responsible for immediately reporting all the facts relating to losses incurred equipment damage or break-ins to their equipment and areas of the College. KCKCC shall designate an individual or team that shall receive these reports and be responsible for key/pass issue and periodic review of key/pass control.

The Vendor is responsible for the purchase of padlocks and other security devices that may be required by the Vendor to further secure revenue, product or property.

The Vendor shall be responsible for replacement of lost keys and the cost of rekeying and replacement of lock cylinders required as a result of the Vendor's negligence and/or loss of keys.

The College is not responsible for loss or damage to Vendor's equipment.

The College and the Vendor shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in this Contract.

The Vendor is expected to supply, install, repair, service and maintain vending machines, pouring operation equipment and other equipment necessary to fulfill the services offered, at no cost to the College.

All rights, title and interest in all of the Vendor's equipment supplied to the College shall, at all times, remain with the Vendor. Upon termination or cancellation of the Contract, Vendor shall have the right to take possession of Vendor's equipment without disruption to College's operations and without any claim of trespass.

In order to preserve the integrity, safety and appearance of college property, the Vendor shall not unilaterally move equipment without the consent of KCKCC, which shall not be unreasonably withheld. The Vendor may from time to time install additional equipment at current or additional sites upon written approval by KCKCC. The Vendor is responsible for set-up costs for new machines.

If the College vacates or demolishes any building in which equipment is located, or temporarily closes facilities for renovation or remodeling, KCKCC shall provide the Vendor with reasonable notice and ample opportunity to remove equipment, prior to the sale, vacation, demolition or closure. Following such reasonable notice, the Vendor shall, at its sole expense, move the equipment. The parties shall confer and agree upon alternative replacement sites, on an interim or permanent basis, if necessary. Upon reasonable notice, the College may request, and the Vendor shall honor such request, that the Vendor move vending machine or pouring operation equipment, at the Vendor's sole expense, for purposes of construction, facilities improvement and maintenance.

All equipment is expected to remain state-of-the art, throughout the Term of the Contract and any renewal period. The Vendor will provide a variety of Vendor supplied and KCKCC approved machine fronts that will bring attention to alternative beverage products.

All dispensers and display cases must be equipped with locks and/or shut-off valves at no cost to the College. All equipment will include professional quality product selection labels.

All equipment owned by the Vendor shall remain the responsibility of the Vendor and shall be insured by the Vendor. Required equipment repair expense will be the Vendor's responsibility.

The Vendor shall have full responsibility for any damage to or loss of equipment located at the College, except for damage or loss caused by the gross negligence of college employees. KCKCC shall not be responsible for criminal acts, whether by employees, agents or third parties. The Vendor will also have full responsibility for cost to repair damage to the College's premises that result from negligence or accidents by the Vendor, its subcontractors, or its employees.

KCKCC shall have no obligation or responsibility to protect, maintain, and repair or otherwise care for any of the Vendor's equipment. The College shall use reasonable care to reduce the risk of loss (including that from theft and vandalism) to any equipment located on the College premises (whether owned or rented); however, the College is a public institution, and the College is not responsible for the conduct of students, employees, persons attending College athletic or other events, or other members of the public. Any actions taken by the College pursuant to this paragraph shall not be deemed to create any duty on the part of the College.

The Vendor releases the College from liability for, and the Vendor assumes all risk for, any theft, damage, or destruction of any goods, merchandise, fixtures, equipment, or other property of the Vendor that has been kept, stored, or located on college premises (either owned or rented).

Relocation, removal or installation of vending equipment requires prior written approval of the College after the initial installation requirements are satisfied.

Permits, licenses and pricing regulations required to be posted will be displayed in an appropriate manner agreed to by KCKCC without defacing the facilities of the College.

At the time of initial installation, the College desires vending and related auxiliary equipment provided to be new or refurbished energy efficient equipment meeting energy efficiency standards with the exception of bill changers, if applicable, which may be rebuilt. For purposes of this Contract, "update", "rebuilt" and "refurbished" requires that such equipment be in "like new" condition prior to final acceptance for location on college property.

Vending Equipment

All machines will be equipped with dollar bill and coin acceptors.

All machines must meet federal ADA handicap guidelines and meet multi-price capabilities.

All machines should accept credit card as payment. Vendor will be responsible for the cost and maintenance of any applicable equipment. Vendor will be responsible for transaction fees. Machines must work independently of the College's network and be PCI compliant.

Fountain Pouring Containers and Display Cases

Fountain CO2 containers shall have a carrying handle and O-rings provided with each pouring canister. In any location requiring a bulk CO2 center, proposer is expected to include description of how it provides this kind of service and any applicable cost for such service. The College, at its discretion, reserves the right to provide its own CO2 (whether in cylinder or in bulk.)

Post mix packaging shall be in a double wall corrugated five-gallon box or applicable pack size with two ply metalized polyester laminated bag, designed for no product waste.

Vendor shall provide a list of products to be sold, over the counter, in visual coolers, in food service, concession, or convenience stores. The College reserves the right to determine the amount and category of each product offered in any venue and cooler or display space allotted for each product. Containers shall be able to be opened without tools, pop tops are to remain attached, and all containers are to be in compliance with FDA requirements and recyclable.

Vendor is expected to provide a variety, including size and type of container, of packaging for bottled and canned beverages for the purpose of resale over the counter or through visual coolers.

Vendor shall provide a guarantee for the shelf life of the products (four months for soft drinks, 90 days for juice and one year for water)

Installation, Training and Transition

Vendor is expected to detail how installation shall be provided to minimize disruption to the College's commitment to continuously providing beverages for the campus. It is KCKCC's desire that equipment be in place prior to August 15, 2025. Vendor shall have access to the facilities after July 15, 2025. The successful vendor shall be prepared to provide a transition schedule which outlines the required College support during the transition.

The successful Vendor shall be responsible for checking to make sure that the equipment shall not exceed the capacity of the current electrical service available.

As new, improved, more attractive or energy efficient equipment becomes available the Vendor is expected to provide the new equipment at no additional charge.

Vendor is expected to provide any necessary training of college personnel or their designee for the equipment and the program proposed.

Vendor is expected to provide training for employees designated to sanitize and facilitate proper operation of the equipment.

Delivery

From point of origin, all products shall be stored under proper temperatures and delivered in vehicles which maintain the proper temperature. The College reserves the right to inspect facilities and vehicles to make sure they conform to local, State, or Federal regulations regarding health and safety.

Delivery drivers will off load in the areas specified by the College using equipment supplied by the Vendor.

Vehicles will only be parked in paved designated areas.

KCKCC desires delivery within 48 hours from placement of order. Vendor should address order and delivery times in their response.

The College expects the fill rate to be 95 % for each delivery date promised at the time of order placement. In the event that the successful Vendor obtains product from an alternate source, there shall be no extra charge to the College. In the event that delivery is not made, and the College obtains product from an alternate source the successful proposer shall assume any additional costs. The College will attempt to place orders for case quantities whenever possible; however, there shall be no minimum order charges or extra charges for orders placed for broken case quantities.

Returns

In addition to accepting all returns regardless of reason (damage, overstock, change in inventory), the successful Vendor will be expected to waive restocking charges on unused, unopened products. Products which are not damaged will be returned unopened and in the same condition as they were received.

Nutritional Information and New Products

Vendor is expected to provide specifications and nutritional analysis information for all products provided to the College.

When new products become available, or if the products proposed in the RFP response differ from what is being currently used at the College, the Vendor may be requested to furnish samples at no cost to the College. The College reserves the right to establish a panel for taste testing new products or as part of the evaluation of the Vendor's RFP response. As new products are introduced the College shall be offered the opportunity to accept these products with the same pricing structure. However, the decision as to whether a new product is added to the beverage program is at KCKCC's discretion.

Sustainability

KCKCC fosters sustainability whenever possible. The successful Vendor will be expected to address and provide any services which may assist the College's commitment to waste reduction, recycling of containers, energy efficient machines, or any related services that the Vendor may offer.

Please address any current sustainability programs you have in place and/or future projects your company has plans for. These may include but not be limited to:

- Energy efficient equipment
- Transportation and distribution solutions
- Corporate practices in the manufacture of products
- Recyclability of your containers and corporate reclamation programs
-

Debit /Credit Card Technology

It is desired that 100% of vending machines provided as part of the new contract will accept credit cards as payment. If installed vending machines are not equipped with debit/credit card capability, the College desires that they be converted within sixty (60) days of notification that the College requires such technology for specific location(s) or upon a mutually agreed upon timetable between the Vendor and KCKCC. Vendor will be responsible for the cost of any applicable equipment, any transaction fees, and/or

card development fees. Please outline your plan in your proposal. Credit card readers should operate independently of the College's network.

Debit/credit card readers shall be limited to information necessary to confirm the transaction (e.g., account number that paid for the purchase), and shall not be equipped to access other cardholder information. No information obtained by the Vendor shall in any circumstances be released to third persons. Credit card systems should be PCI compliant.

Service and Repair

The Vendor is expected to provide a service and repair "hot line" for all applicable fountains, displays, coolers, vending and auxiliary equipment twenty-four (24) hours a day, seven (7) days a week, at no cost to the University. The Vendor will provide unlimited service calls, all necessary parts and equipment free of charge. The Vendor is expected to respond to equipment service and repair calls/reports within a minimum of two (2) hours for Beverage equipment between the hours of 7:00 AM and 4:00 PM, Monday through Friday, and four (4) hours response time evenings and Saturdays, Sundays and Holidays. The Vendor will provide routine preventive maintenance on all equipment. Equipment which cannot be returned to full service within 72 hours of notification of needed repair is expected to be replaced with comparable equipment of like quality until the original equipment is returned to service. The equipment repair service shall respond to emergency and daily routine maintenance requirements in a manner that limits equipment down time and customer inconvenience.

The Vendor is expected to provide a means by which messages or service calls can be recorded after their normal working hours or on weekends. The Vendor guarantees that the frequency of preventive maintenance will meet, or exceed, that which is recommended by the manufacturer of the equipment. KCKCC will not be required to provide storage space for any backup equipment.

Equipment Maintenance and Replacement

The Vendor is expected to institute and maintain a program of preventative maintenance and regular replacement of worn, damaged, or malfunctioning vending, fountain and cooler equipment. KCKCC shall not perform maintenance or repair on any equipment.

The Vendor is expected to incorporate industry improvements on vending, fountain and cooler equipment occurring during the life of this Contract on originally installed equipment and subsequent installations where it is deemed feasible by the College.

The Vendor is expected to maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service or sales reduction. KCKCC has the right to request and have delivered within sixty (60) days new or updated vending machines based on appearance or physical condition of existing equipment.

Non-Vending and/or Pouring Capital Equipment

Preventive maintenance and regular replacement of worn, damaged or malfunctioning non-vending and/or pouring capital equipment (i.e. counter tops, sinks, etc.) and related facilities shall be instituted and paid by KCKCC and executed with the full cooperation of the Vendor.

Facility Maintenance

KCKCC shall be responsible for the periodic stripping and sealing or waxing of non-carpeted floors in the vending areas, and shall furnish at its expense the necessary equipment, supplies and labor. For any carpeted vending areas, the College shall be responsible for periodic vacuuming and cleaning, and shall furnish at its expense necessary equipment, supplies, and labor.

KCKCC and the Vendor shall mutually develop a schedule for the College to thoroughly clean and seal the floor under and in the adjacent areas of vending equipment.

KCKCC shall provide waste containers and bag liners in the vending areas, where necessary, and in sufficient number, to maintain sanitary standards for trash disposal. All waste containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the University.

The Vendor shall comply with the College's policies and procedures related to recycling of waste materials and participate in required waste separation programs.

The Vendor is expected to remove all waste packaging, master cartons, boxes, etc., from the vending service and storage areas to dumpsters or recycling sites provided and serviced by the College. Cardboard cartons shall be taken by the Vendor to collection points identified by KCKCC or be removed from the facilities by the Vendor.

If applicable, the Vendor shall maintain a complete, integrated insect and pest control program for its products and equipment.

Facility Sanitation

The Vendor is responsible for customer contact surfaces of all equipment including selector buttons, knobs and handles and cup pouring platforms shall be cleaned with germicidal solution applied with disposable toweling. Visible product residue, as in cup platforms, shall be removed with warm water and detergent before application of the germicide.

The external cabinet of all vending machines, including cabinet tops, shall be kept free from dust and other contaminants. Screens, compressor zones and condensers shall be inspected regularly for dust, seepage and other residue and shall be kept clean.

The Vendor is responsible for inspecting under and behind the vending machines and supplemental equipment for evidence of dirt, debris and vermin. When cleaning of these areas is required, the Vendor shall provide access, by kick plate (skirt) removal or machine movement, and advise the University of the need for cleaning.

Inspections

The College's food sanitation inspection staff or other College environmental health specialists shall have complete cooperation and access to all vending service, production and storage areas. These inspections may be at the request of KCKCC at College's discretion. A management representative of the Vendor is expected to conduct equipment and facilities maintenance and sanitation inspections periodically (minimum of once per semester, i.e., 3 times a year). A copy of all inspection reports shall be immediately furnished to KCKCC by the Vendor. The Vendor is responsible to implement corrective operating measures required as a result of these inspections and reports within fourteen (14) days of the issuance of the report.

The College shall have the right of inspection of all vending and storage areas of the Vendor with respect to the quality and quantity of the Beverage Service, the method and frequency of service, service schedules, and generally with respect to use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to KCKCC. The College shall have the right to make, from time to time, reasonable rules and processes with regard to such matters, and the Vendor agrees to comply with such rules and processes. Authorized representatives of the College shall have the full right of access to all areas of said premises after providing reasonable notice of a site visit.

Personnel, Employment Practices and Staff

The Vendor is expected, at all times, to maintain adequate staff of employees for efficient operation at the College. The Vendor will provide expert administrative, purchasing, equipment consulting, and supervisory personnel.

The Vendor is expected to provide headquarters management staff, made known to the College by name, to routinely review and inspect operations, fill staff vacancies, if necessary, consult with the College on current and future beverage service programs, and to act with full authority on the Vendor's behalf in any and all matters pertaining to the specifications of this Contract.

The Vendor is expected to provide a minimum of one (1) designated route supervisor/manager Monday through Friday and on call for weekends and evenings.

The College expects an adequate staff of employees to be available to provide efficient, prompt and sanitary service. The College shall have the right to review the staffing patterns and job schedules, and require the Vendor to take appropriate action to insure adequate staffing.

Personnel relations of employees of the Vendor and its subcontractors shall be the Vendor's responsibility. The Vendor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

The Vendor is expected to have the resources and staff for continually providing satisfactory training and development programs for their employees at all levels of the organization. Regularly scheduled employee training shall be conducted by the Vendor regarding such subjects as refrigeration, maintenance, defensive driving, equipment repair, and proper sanitation. The Vendor shall be responsible for the expense of such training programs.

Personnel of the Vendor shall observe all regulations of the College, including parking and traffic regulations. Failure to do so may be grounds for excluding personnel from College premises.

Employee uniforms, shall be provided by the Vendor. These uniforms shall easily and appropriately identify the Vendor and employee by name. Exceptions will be determined by mutual agreement of the College and the Vendor.

The Vendor shall not furnish free or discounted Beverages to employees of the Vendor, employees of the College or any customer from College stock.

Items sold through vending equipment will not be manually sold by vending attendants or route employees.

Marketing/Promotional/Sponsorship Signage

As part of this Request for Proposal (RFP) for exclusive beverage pouring rights, Kansas City Kansas Community College seeks a beverage partner that will actively invest in the promotion, enrichment, and support of our campus through meaningful marketing, sponsorship, and community engagement initiatives — with a strong emphasis on student life and athletics.

The selected partner will be expected to collaborate with the college on branding, event participation, student engagement, and athletic support in a manner consistent with our mission, values, and identity. Proposals must include a comprehensive marketing and sponsorship plan addressing the following components:

4.1 Campus Brand Visibility

Vendors should outline a strategy for integrating their brand throughout the college's facilities and digital environments. Proposals should include:

- Permanent or digital signage in dining areas, vending locations, athletic venues, and campus gathering spaces.
- Custom-branded cups, uniforms, menu boards, or point-of-sale displays that promote the beverage brand while aligning with the college's image.
- Digital marketing integration including logo placement on official platforms such as websites, email newsletters, social media, and mobile apps.

4.2 Athletics Sponsorship & Team Support

A key area of focus is the enhancement of the college's athletics programs. Proposers must include dedicated support plans for athletic departments, student-athletes, and sporting events. This may include:

- **Sideline Kits:** Provision of branded hydration kits for team benches at practices and games (e.g., coolers, bottles, towels).
- **Fueling Stations:** Installation or support of beverage-focused fueling stations in athletic training rooms and locker rooms for hydration and recovery.
- **Game Day Sponsorships:** Branded presence and promotional activations during athletic events (e.g., "Hydration Partner of [Team Name]," halftime contests, branded giveaways).
- **Team and Coach Support:** Product donations or discounts for team travel, training, and recruitment events.

Athletics support should promote wellness, enhance the student-athlete experience, and provide visibility for the beverage brand in a highly engaged campus environment.

4.3 Student Event Sponsorship and Campus Engagement

Proposers should present a plan to sponsor and participate in high-visibility campus events, including:

- Signature events such as welcome week, cultural celebrations, student government functions, or graduation activities.
- Sponsorship of recurring student programs including intramurals, club events, health fairs, and career days.
- On-campus activations such as sampling booths, social media contests, and interactive experiences tied to product launches or seasonal promotions.

4.4 Community and Educational Support

As a community-centered institution, Kansas City Kansas Community College values partners who support broader outreach and educational initiatives. Vendors are encouraged to:

- Participate in or sponsor college-affiliated community events and service days.
- Explore opportunities for student internships, career pathway partnerships, or educational sponsorships.
- Support sustainability programs, including hydration stations, bottle refill initiatives, and recycling campaigns aligned with college sustainability goals.

4.5 Reporting, Metrics, and Oversight

Proposers should include a strategy for tracking and evaluating the success of marketing and sponsorship activities, including:

- Key performance indicators (KPIs) such as brand impressions, event participation, and student engagement.
- Metrics to measure the impact of athletics sponsorship and promotional activities on product awareness and sales.
- Regular reporting schedule to college leadership on campaign outcomes and activation performance.

Note: All proposed marketing, promotional, and sponsorship activities must adhere to the standards, branding policies, and student-centered values of Kansas City Kansas Community College. All materials and activations are subject to review and approval by designated college staff prior to implementation.

Permitted Beverage Exceptions

The exceptions and usage areas will include, but are not limit to, the following:

Frozen juice concentrate sold in retail and used in the residence halls and catering services

Hot brewed coffee, tea or chocolate

Milk and flavored milk drinks

Vegetable drinks

Sports shakes

Beverage categories in which the Vendor does not participate; provided that upon the Vendor's entry into such beverage categories, such beverages shall no longer be a "Permitted Exception" except for above classifications. As new products are introduced the University must be offered the opportunity to accept these products with the same pricing structure. However, the decision as to whether a new product is added to the beverage program is at the College's discretion.

Beverages brought onto the Campus by an attendee at an event or by students, faculty, staff, guests, invitees, or visitors of the College for personal consumption

Dietary meal replacement drinks

Beverages containing alcohol

All locations occupied by tenants (non-College resellers).

Existing and future non-residence hall locations.

Products by other beverage suppliers awarded on the basis of a non-exclusive agreement as provided in this RFP.

GENERAL CONTRACT TERMS AND CONDITIONS

SECTION 1: GENERAL TERMS

- A. Governing Law.** A standard contract document will be negotiated once the successful respondent(s) has been selected. Per state statute, Form DA-146a is required and the State of Kansas will be the governing law.
- B. Independent Contractor.** The respondent is now and shall remain a separate and independent entity from the College.
- C. Submittal.** The submittal received from the successful respondent, along with the RFP, will be incorporated into the Agreement between the College and the respondent, and all provisions therein shall be provided by the respondent in accordance with the requirements of the submittal, unless superseded by the terms and conditions of the Agreement, RFP, or any subsequent amendment. **No contract award shall exist until an agreement is approved by the College and executed by both parties.**
- D. Term.** The agreement shall include the project schedule and acceptance of the final product. The initial term of the agreement shall be one (1) year with four (4) renewable years. The contract will automatically renew unless the College provides notice at least thirty (30) days prior to the expiration of the annual renewal period.
- E. Insurance.** While performing the services, the respondent will maintain minimum insurance coverage specified herein. The College will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of the College as an additional insured shall not in any way nullify coverage for claims or actions the College may have against the respondent. The respondent will provide the College certificates evidencing the required coverage prior to commencing services.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim

F. Equal Employment Opportunity Clause.

Respondent hereby agrees to the following provisions:

1. No Discrimination

The respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other classification protected by law. The respondent will ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin or any other classification protected by law.

2. Posting Non-Discrimination Notices

The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other classification protected by law.

3. No Retaliation

The respondent will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant, or for filing a complaint of discrimination. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the respondent's legal duty to furnish information.

4. Noncompliance

In the event of the respondent's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the respondent may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5. Subcontractors

The respondent will include the nondiscrimination provisions herein in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

6. **Secretary of Labor Compliance**

The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of respondent and subcontractors with the equal employment opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- G. Debarred Contractors.** The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order, and will carry out such sanctions and penalties for violation of the equal employment opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the respondent agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the respondent under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such respondent; and refer the case to the Department of Justice for appropriate legal proceedings.
- H. Smoke and Tobacco-Free College.** The respondent agrees to abide by the Smoke and Tobacco-Free College policy for all employees and subcontractors while at College locations.
- I. Sales Tax Exemption.** The College is exempt from sales tax and it should be excluded from all proposals.