



Request for Proposal/Bid 25-003	
Campus Vending Services	
RFP/Bid Issued:	March 27, 2025
Question/clarification deadline:	April 11, 2025
Proposals/Bids Due:	April 18, 2025
Buyer:	Linda Burgess Purchasing Specialist Kansas City Kansas Community College 7250 State Avenue, Kansas City Kansas 66112 Email: lburgess@kckcc.edu

Pre-Proposal Meeting: April 4, 2025@10AM CST. (This meeting is not mandatory but highly encouraged).

Meet in front of the Business Office located in the Jewell Administration Bldg., 7250 State Ave., Kansas City, KS 66112

FORM A

RESPONDENT ACKNOWLEDGEMENT

RFP 25-003

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	

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RFP INFORMATION, INSTRUCTIONS, FORMS

REQUEST FOR PROPOSALS NO. 25-003

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 25-003**. 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. Fee Proposal – Describe how your firm is compensated for services and describe all fees for services on our account. Include itemized costs for all components and features to be delivered. Unless stated, the College shall assume that no other fees will be assessed in connection with the provision of services.

SCOPE OF SERVICES

SECTION 1: INTRODUCTION TO PROJECT

The College is requesting sealed Proposals from qualified vendors to provide campus vending services.

Background

Kansas City Kansas Community College (KCKCC) has had a local vendor who has maintained the vending machines on all our campus locations. KCKCC is now looking for a vendor who is interested in developing a vending program from the ground up. The college needs a partner that can help provide nutritious food for our student population, including student athletes, at a price point that is equitable and reasonable. The college is interested in providing vending services at our main campus, student housing (Centennial Hall) and TEC locations as well as potential future sites.

SECTION 2: SCOPE OF WORK

Snack vending services at Kansas City Kansas Community College (KCKCC) serves to provide accessible snack service and snack options during and after the normal business hours of campus operations. In keeping with other standards of the College, it is expected that snack quality, preparation, service, machine maintenance, and cleanliness will be the best within the means provided.

The vending operation is to be revenue producing for the college. In addition to our service and financial objectives, our goal is to provide a variety of quality and health-conscious snacks and refreshments at reasonable prices for the population. The vending operation is to be service-oriented towards the students, faculty, staff, and guests of the campus. Vendor must be sensitive and responsive to comments, suggestions, and recommendations made by students, faculty, and staff through the Purchasing Agent. To this end, proposals shall provide plans whereby this concept may be realized.

Vendor shall have the exclusive privilege to manage and operate snack-vending services at KCKCC Campuses within the allotted space mutually agreeable to KCKCC and the vendor, for the term of the contract or until terminated as provided herein.

KCKCC Responsibilities

- Provide space, utilities, and cosmetic configurations to vending areas at each location.
- Maintain the facilities surrounding the vending machines.
- Have the right to inspect all vending machines and activities at any time.
- Contact the contractor in a timely manner with information of any malfunctioning machines or service problems.

SECTION 3: CONTRACTOR RESPONSIBILITIES

- Provide as a minimum the number and type of “state of the art” machines to service and support 3 campuses. Additional requirements are:
 - ✓ All machines must accept credit/debit card payment.
 - ✓ All machines must take both \$1 and \$5 bills.
 - ✓ Machines should generate and provide monthly sales reporting on all machine sales.

- Furnish all snacks and supplies together with the management necessary for the efficient operation of said vending services on its own credit.
- Be responsible for the cleaning and maintenance of all equipment.
- Provide KCKCC with a refund bank at sites to be decided by XYZ INSTITUTION which the institution will refund any monies lost by patrons using the vending machines. Confirm adequate fund balances and reconcile with each location on a weekly basis.
- Coordinate service and product availability in order to respond to the needs of KCKCC.
- Provide a service response time of less than 24 hours to all calls from KCKCC for maintenance or product during the business day (8 a.m. - 6 p.m.) and not less than 24 hours to all calls from KCKCC after hours (6 p.m. - 8 a.m.). Calls will be made and logged by the Administration Contact.
- Maintain a phone answering system to respond to service needs between 6 a.m. and midnight daily.
- Stock vending machines based on volume/demand but at a minimum twice per week. Monday through Friday, when school is in session. During breaks when faculty/staff are still on campus, all vending machines will be stocked twice a week or more if needed. During the winter holiday when much of KCKCC is closed all machines will be emptied of perishable or dated snack items.
- Ensure vending product is free from spoilage and has not passed any stamped expiration date. Uncooked items, such as fresh fruits shall be clean and free from blemish. If heating or cooling is required, the product must be properly stored at appropriate temperatures to ensure freshness and minimize spoilage.
- Be responsible for any loss of product.
- Be responsible for removing trash associated with stocking vending machines.
- Provide weekly maintenance checks of each machine at each site.
- Establish safe money collection procedures with Administration Contact and follow these procedures each time a collection is made from the machines assigned to KCKCC.
- Maintain sole responsibility for security of machines and for all keys to vending machines.
- Comply with all reasonable rules and regulations of KCKCC, operate and maintain the vending service in accordance with all laws, ordinances, regulations, and rules of Federal, State and local authorities relating to standards of health, safety, and cleanliness.
- Be responsible for the collection and remittance to the State any sales and tourism taxes.
- Apply for, pay for, and obtain all permits and licenses as required by the various public agencies. KCKCC shall receive copies of any licenses or inspections by City, State, and/or Federal agencies which relate to the vending operations specified.
- Meet and coordinate with the Administration Contact to facilitate recycling efforts as required by State and College procedures.

Proposal Requirements

Proposed pricing

Hours of operation

Proposed percentage of sales to go to KCKCC or percentage table

Brief statement of your policy for determining price

Current goods supplier

Employee standards for dress and customer service

List of additional equipment needed to provide service

Fee Structure

The College is providing the space for vending operations and expects the Vendor to propose a compensation structure fair to both the college and the vendor.

Term of Contract

Any contract which results from this RFP shall be for a period of three (3) years beginning July 1, 2025. College may, at its sole option and with the consent of the bidder/vendor, renew the contract for up to an additional two (2) one year terms.

Other requirements

Vendor will be expected to participate in the college community by interacting with the College staff/students at regular meetings, remain responsive to suggestions, concerns and changing needs of the students and staff, promote healthful eating habits, and employ environmentally sound practices.

On a monthly basis, the vendor shall submit a financial report showing income and expenses (detailed operating statement covering sales, food costs, labor costs, direct costs and service management fee and include year-to-date accounting information) and commissions owed to the College. The vendor shall keep full and accurate records and accounts in connection with vending operations.

By March 1 of each year, Vendor will notify the College in writing of any recommended changes in prices for the following academic year (July 1-June 30).

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 for a three (3) year contract beginning July 2025. College may, at its sole option and with the consent of the bidder/vendor, renew the contract for up to an additional two (2) one (1) year terms.
- 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.