



# MINGO COUNTY SCHOOLS

Route 2, Box 310, Williamson, WV 25661 Telephone 304-235-3333 Fax 304-235-5242 Edward Lovitch, CSBO

## DRAFT

August 1, 2008

**To:** All Interested Bidders

**Subject:** **SCHOOL VENDING PRODUCTS AND SERVICE**

**IDENTIFICATION NUMBER:** **09-111**

Please submit sealed responses to:

MINGO COUNTY SCHOOLS  
 FINANCE OFFICE  
 ROUTE 2, BOX 310  
 WILLIAMSON, WEST VIRGINIA 25661

Responses will be accepted until 10:00 a.m., **XXXXXXXXX. Please show our Bid ID number on the outside of the return envelope. IMPROPERLY IDENTIFIED RESPONSES WILL NOT BE ACCEPTED.** Any proposals received after the time and date stated above will not be considered.

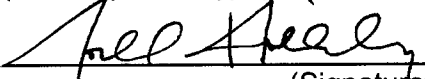
## RESPONSE

In compliance with the instructions, conditions and specifications herewith attached, we, the undersigned, hereby submit this offer, and agree to enter into any written contract, and to furnish such security as may be required herein.

COMPANY NAME: Coca Cola Bottling Company Consolidated/ Louisa Coca Cola Bottling Company

Address: 640 Winfield Road St. Albans WV, 25177

Submitted by: Todd Holliday  
 (Please print or type)

Title:   
 (Signature)

Telephone Number: 304-552-6158 Fax: 304- 304-759-0310

Email: todd.holliday@ccbcc.com Date: 8-1-08

If applicable, WV Contractor=s License: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. No bid will be accepted unless these forms are used and properly signed by a company officer.
  2. All bids shall be deemed final, conclusive, and irrevocable and no bid shall be subject to amendment.
  3. Items are to be priced on a unit basis and the bidder is responsible for extending all prices considering quantities and units of measure. Unless you indicate otherwise, we will assume all prices include delivery.
  4. All entries must be in ink without alteration or delineation.
  5. In the event our bid quantities do not agree with the bidders standard packaging, the bidder may increase or decrease the quantities with the understanding the award will be made for that quantity which best serves the interest of the Board of Education. Any such changes must be clearly noted on the bid form.
  6. Bidders shall not include federal excise tax, transportation tax, or sales tax in prices since these do not apply to the school district. The Mingo County Board of Education will furnish tax exemption certificates, if requested.
  7. The supplier shall pay for royalties and patents and shall defend all suits for infringements on any patent right and shall save the Board harmless from loss on account thereof.
  8. Only new, unused and first quality materials and/or equipment shall be supplied under this bid. The Board of Education reserves the right to reject any delivered items which are not equal in quality to samples, descriptions or specifications.
  9. Awards will be made on separate items, groups of items or the total bid, whichever is to the Boards advantage. The right is reserved by the Board of Education to make such selection as in its judgment is best suited for the purpose intended. The Board of Education reserves the right to reject any and all bids or any parts thereof, and to waive any informalities in bidding.
  10. Delivery will be to the Mingo County Board of Education facility indicated in the bid specifications. **Any delivery charges are to be prepaid, FOB destination to our facilities.**
- It is expected that all items will be shipped within the time indicated in the bid specifications. Any exceptions to these shipping conditions must be clearly indicated and made a part of this bid. Considerations may be given to bidders offering deliveries other than those specified if deemed to be in the interest of the Mingo County Board of Education. A vendor's failure to meet promised delivery dates may be cause for cancellation of the order in whole or in part and may also be considered grounds for suspension of bidding privileges.
11. Bid tabulation sheets will not be mailed, but are available for viewing in the Finance Office between the hours of 8:00 A.M. - 4:00 P.M. weekdays. Appointments are encouraged.
  12. **Protest of Award:** If the vendor feels there is adequate reason or circumstances to protest the bid or proposal award these procedures must be followed:
    - The protest must be submitted to the Chief School Business Official within ten (10 days) of bid opening.
    - The protest letter shall be reviewed by the Director; if the Official decides further evaluation of examination is required an evaluation committee shall be created for further study.
  13. Only **original** bid documents submitted in a properly identified sealed envelope will be considered. **Faxed copies will not be accepted.**

**AFFIDAVIT**

Completion of this form, properly signed, attests that all sales agreements will be in all respects fair and without collusion or fraud, and further attests that no member, employee, or official of the Board of Education of the County of Mingo is interested directly or indirectly as a partner, stockholder holding more than 10% of the total-issue, or in any other manner in any business that may be conducted.

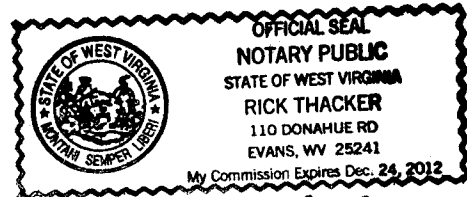
I certify that my company is not suspended or debarred by the federal government

State West Virginia County Mingo

I, Todd Holliday  
(Name)

DO SOLEMNLY SWEAR THE ABOVE DISCLOSED INFORMATION IS TRUE AND COMPLETE GIVEN  
UNDER MY HAND THIS 1st OF August

  
(Officer's/Owner's Signature)



*Rick Thacker*  
8-1-2008

## SCOPE

Mingo County Schools is soliciting bids for School Vending Machine Products and Service

Mingo County Board of Education  
School Vending Machine  
Bid Specifications

1. Specifications are intended to cover the furnishing and delivery of low fat or lower fat fluid milk, 100% fruit and/or vegetable juice, water and packaged snacks.
2. Machines will be serviced as needed to maintain inventory at levels sufficient to preclude out-of-stocks.
3. All products will be provided by successful vendor, not the school.
4. All commission checks will be issued directly to the participating school. All monies collected will remain at the school.
5. The Vendor warrants that the unit price stated herein shall remain firm for a period of not less than one year from the first day of the contract period.
  - a. Requests for price increases after one year must be initiated and submitted by the Vendor.
  - b. Failure to submit timely requests for increases is not justification for retroactive approval of a price increase.
  - c. Price increases after term of contract must be agreed upon by the Vendor and the county school vending machine committee and documentation (i.e., change in manufacturer's prices, commodity market conditions, Consumer Price Index, etc.) to support such increase must be provided by the Vendor. Any changes must also be submitted to the Purchasing Department.
6. Term of Contract: The period of this contract shall be from date of award through July 30, 2009. This contract will be renewed at the expiration of its term by agreement of both parties. Such renewal may be for an additional TWO (2) years in one (1) year periods, unless one or both parties issuance written notice 60 days prior to the scheduling ending date.
7. Quantities: Volume will depend upon requirements which develop during the contract period. The contractor will be required to fill all orders placed regardless of the original quantities shown.
8. This bid contains a provision for adding items which the County School Vending Machine Committee may receive at a later date. All add-on items must be pre-approved by the Vendor and the County School Vending Machine Committee.
9. Substitutions: No substitution of items shall be authorized unless previously agreed to by the County Schools Vending Machine Committee. Any unauthorized substitution will be reason for cancellation of this contract. If substitutions are agreed to, then the Board's price will be no more than the item replaced.
10. Cancellation of Contract: This contract may be cancelled at the option of the Mingo County Board of Education with a ten day written notice to the Vendor.
  - a. Funding Insufficient
  - b. Non performance of contract items
  - c. At the option of the Board without reason given

11. Evaluation of Bid

- a. Will be based upon meeting primary specifications in this bid.
  - b. Commission rates submitted.
  - c. Brand evaluation.
  - d. Evaluation of alternates will be made after the evaluation of the primary specifications of this bid. If a conclusive evaluation of the primary specifications can be made which wholly satisfies the needs of the Board, then evaluation of alternates may not be made. Such decision not to evaluate alternates will be made based upon the available time and personnel to conduct such evaluation, and cost required for such evaluation. And, record of any past service performance including any default on any contract of the Board, non delivery or documented late delivery, or the magnitude of service complaints.
12. Awards will be made on items, groups of items, or the total bid, whichever is to the Board's advantage. The right is reserved by the Board to make such selections as in its judgment is best suited for the purpose intended. The right to reject any and all bids or any parts thereof and to waive any informalities in bidding is reserved to the Board. All foods and beverages available to students on school premises through vending must have nutritional information from the manufacturer submitted at the time of the bid.
13. Multiple Awards: Awards will be made to as many vendors as necessary to provide services to the schools, whatever is to the Board's advantage. The right is reserved by the Board to make such selections as in its judgment is best suited for the purpose intended.
14. Non Discriminate: The Board will not discriminate because of race, color, religion, creed, or sex in the performance of its procurement activity. Every contract of \$10,000.00 or more shall include the following provisions: 1. During the performance of this contract, the contractor agrees as follows: (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
15. Exempt from taxes – Bidders shall not include the federal excise tax, transportation tax, or sales tax in prices since these do not apply to the school district.
16. At all times regulations, laws, policies and any other provisions of United States Department of Agriculture, West Virginia State Laws, West Virginia Board of Education, West Virginia Department of Education, Mingo County Board of Education, and the schools shall be followed. Vendor will submit a written statement each year during the beginning of the contract indicating his/her familiarity with all such laws, regulations, policies, and provisions.

## SPECIFICATIONS

### Beverage and Snack Contract (Vending Machine)

**These contract specifications apply to all schools, all school organizations, and all groups affiliated with the school. There are no exceptions.**

1. The commission rate per beverage, soft drink, non fat or 1% low- fat fluid milk, 100% fruit/ vegetable juice and water will be the same with no variance for size or type.
2. No signing bonus or up front payments are allowed under this contract.
3. No sales bonuses or case incentives based upon volume will be permitted.

4. No sale quotas are to be established.
5. The number and placement of machines may be negotiated with the school principal. No machine shall be placed where students receive or consume school breakfast or lunch.
6. Vending machines made available under this contract are to be equipped with timers limiting times items may be sold. Timers will be verified by vendors for accuracy not less than monthly. Vendors shall maintain a log of timer verification checks and any necessary adjustments.
7. No vending company logos or other marketing graphics on educational material such as book covers, curriculum, student handbooks, and any materials related to nutrition education, foodservice, health, and wellness.
8. No incentives based on sales volume are provided for in this contract.
9. Vending machines provided under this contract are to contain graphics showing a variety of options, with nutritious value. Healthful benefit graphics as approved by the United States Department of Agriculture and/or the Food and Drug Administration may be presented on vending machines with pre-approval by the school principal.
10. This contract does not include an offer, require, or encourage fundraising activities, such as truckload sales of product.
11. No side arrangements of any kind are permitted with any school personnel.
12. Contract shall include nutritious beverages (100% fruit and/or vegetable juice – 8oz portions in high schools and 4oz. portions in elementary schools, non fat or 1% low-fat milk and water).
13. New product or equipment only – Only new, unused and first quality product, materials and/or equipment shall be supplied under this bid. The Board of Education reserves the right to reject any delivered items which are not equal in quality to samples, descriptions, or specifications. Containers and products will be of top quality and clean from any dirt or debris. Product expiration dates shall be clearly identified.
14. Deliver To: Delivery will be made to the location listed in the Terms and Conditions section of this bid unless otherwise indicated in the bid and must be free of all freight charges. Any exceptions to these conditions must be clearly indicated and included in your bid response. A contractor's failure to meet promised delivery dates in whole or in part will be documented and considered in future awards for procurement of such items or may be cause for cancellation of the order in whole or in part and may also be considered grounds for suspension of bidding privileges.
15. Service to be full service vending contract. Contractor to supply documentation on items bid with bid submittal. Samples of each product must be submitted to the County School Vending Machine Committee prior to placement in a school.
16. Products shall be delivered in vehicles which appear in good mechanical condition and free of excessive road dirt and grime. Vending products which require refrigeration shall be delivered in refrigerated trucks and/or in packaging or shipping containers which provide adequate safeguards to maintain manufacturer's recommended temperature levels. Vendor shall describe in writing the method(s) which will be used to maintain temperature sensitive items such as fresh low fat fluid milk or other dairy items and juice, etc.

Vendor should obtain student feedback regarding product placement to help meet the desires of students to the extent allowed by law, policy, regulations, and/or provisions.

School principal shall notify vendor of all noticed electrical supply interruptions to the school. Vending

machines containing temperature sensitive products should be equipped with electrical cords which are difficult to become unplugged. This is required to help insure students receive only those products in their optimum condition. Vendor shall be directly responsible for any financial penalty or assessment as a result of vending an unauthorized item, item(s) at the wrong time of day and/or item(s) in an incorrect location.

17. This agreement affects all vending sales that occur during school hours. It does not include athletic or other events which typically occur after school hours.
18. The bidder is required to submit descriptive literature and nutritional fact information for all products submitted.
19. All machines must have the ability to make change and accept dollar bills. All machines, except those located in faculty dining areas and lounges, can feature a key-off mechanism that will enable the machine to be turned off by a key.
20. Defective equipment, which cannot be returned to proper service within forty-eight hours, must be replaced with comparable equipment.
21. The vendor is responsible for supplying and assembling any security devices deemed necessary by both the vendor and the Board.
22. Any debris, crating, wrappings, or packaging materials related to the installation, service or restocking of machines is to be immediately removed from the premises by the vendor.
23. Elementary schools can have vending machines which offer water, 100% fruit and/or vegetable juice products in 4 oz. portions or non-fat or 1% fat milk only. Vending machines in elementary schools shall not be allowed to vend from the arrival of the first child at school until 20 minutes after all students are served lunch.
24. Other foods and beverages available to students on school premises – Please note the nutritional requirements for these foods and beverages:
  - Limit total calories to no more than 200 per product/package;
  - Limit total fat to no more than 35% of calories per product/package excluding nuts, seeds or cheese;
  - Limit saturated fat to less than 10% of the total calories;
  - Limit trans fat to less than or equal to 0.5 grams per product/package;
  - Reduce sugar content of food items to no more than 35% of calories per product excluding fruits;
  - Limit sodium to no more than 200 milligrams per product/package;
  - No candy, soft drinks, chewing gum or flavored ice bars will be sold, served or distributed during the school day.
  - Not more than 39% added sugar by weight
  - Prohibit the sale, service or distribution of coffee and coffee-based products during the school day;
  - Prohibit caffeine containing beverages with the exception of those containing trace amounts of naturally occurring caffeine substances;
  - Prohibit the sale, service or distribution of any foods containing non-nutritive sweeteners.
25. All foods and beverages available to students on school premises through vending must have nutritional information from the manufacturer submitted at the time of the bid.
26. Vendor shall provide a monthly vending machine Sales/Commission Report to each school's principal.

Data must be available per machine if requested by the school principal or board. A sample form with required information is shown on Page 11 of this document.

# MINGO COUNTY SCHOOLS

## BEVERAGE VENDING MACHINE EQUIPMENT AND PRODUCTS AGREEMENT

Name of Vendor: Coca Cola

Name of School: Mingo County Schools

School/Site Contact: Kay Maynard

Phone Number: ( 304 ) \_\_\_\_\_ Location No: \_\_\_\_\_

The vending Machine Equipment and Products form reflects the quality, location, product type and selling price of all vending machines services provided at the above stated location for the \_\_\_\_\_ school year including summer school.

The vending Machine Equipment and Products form is part of the Mingo County Schools Vending Services Agreement in the Vending Services Agreement and shall be paid monthly in accordance with the above mentioned Agreement. The percentage may increase, but shall not decrease during the term of the Agreement.

### A. Financial Arrangements Schools or Other Business Locations

Type of Machine/Product	Commission
1. Bottle Drink Machine (100% Water)	% <u>52%</u>
2. 100% Juice Product (8 oz. high school and 4 oz. elementary)	% _____
3. Snack Foods	
4. Other As approved by Vending Committee (List) <u>10oz. Juice</u>	% <u>35%</u>

### B. Vending Machines – Quantity and Location

Type	Quantity	Location
Canned Drink Machine	_____	_____
Bottle Drink Machine	_____	_____
Other (List) _____	_____	_____



\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**SNACKS**

**Various snack foods meeting nutritional requirements of calories no more than 200 per product/package; fat cannot be more than 35% of calories per product/package, excluding nuts, seeds or cheese; saturated fat must be limited to less than 10% of the total calories; trans fat must be less than or equal to 0.5 grams per product/package; sugar content of food items must be no more than 35% of calories per product, excluding fruits; sodium must be no more than 200 mg. per product/package; no candy chewing gum or flavored ice bars will be sold, served or distributed during the school day. Nutritional labels, directly from the manufacturer, must be submitted with the bid for review. If space is not available for all products, please attach addendum.**

Product	Brand	Size	Cost	Selling Price
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

**M I N G O C O U N T Y S C H O O L S**

**Monthly Vending Machine Sales/Commission Recap**

<b>School/Site Name and Address</b> _____ _____ _____	<b>Vendor Name</b> _____ _____ _____
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<b>Gross Sales for the Period/Month</b>	
<b>Beverages</b>	\$ _____
<b>Snacks</b>	\$ _____
<b>Other:</b>	_____

<b>Sales and Use Tax for the Period/Month Paid by Vendor:</b>	
<b>Beverages (100% Water)</b>	\$ _____
<b>100% Juice Product</b>	\$ _____
<b>Snacks</b>	\$ _____
<b>Other:</b>	\$ _____

<b>Commission Rate/Amount Earned</b>		
<b>Beverages (100% Water)</b>	% _____	\$ _____
<b>100% Juice Product</b>	% _____	\$ _____
<b>Snacks</b>	% _____	\$ _____
<b>Other</b>	% _____	\$ _____

<b>Total Commission Dollars:</b>	<b>Check Date:</b> _____
\$ _____	<b>Check Number:</b> _____

Receive By: \_\_\_\_\_  
 (Signature of Authorized School/Site Representative)

**M**

Date: \_\_\_\_\_ 200 \_\_\_\_\_