



**KANSAS CITY KANSAS PUBLIC SCHOOLS
USD 500**

**BID TITLE: CENTRAL OFFICE CAFÉ
BID Number: 12-005**

Date Issued:	February 9, 2012
Bid Due Date:	Thursday, March 1, 2012 at 2:00 PM
Mandatory Pre-Bid Conference:	Tuesday, February 21, 2012 at 10:00 AM 2010 N. 59th Street (1st Floor – Café/South Entrance) Kansas City, Kansas 66104
Questions Due:	N/A

Submit To:	Purchasing Office Attn: Purchasing Manager 2010 N. 59 th Street Room 370 Kansas City, KS 66101
-------------------	---

Mandatory specifications are enclosed. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

Please be sure to indicate any items that do not meet the written specifications on the products or services that your firm is offering. Please be advised that samples may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the purchasing procedures or terms and conditions, please contact: Wayne Correll, 2010 North 59th Street, Kansas City, Kansas 66104, telephone (913) 551-3200.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the Vendor.

If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of product please indicate "No Bid" on the enclosed No Bid Response Form along with your firm's name and return it to the above address.

Standard Terms and Conditions set forth in Attachment E shall prevail unless otherwise modified by U.S.D. 500 within this bid document.

SECTION 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED BIDS

INTRODUCTION:

The Board of Education of the Kansas City Kansas Public Schools/USD 500 (the "District") is seeking bids for provision of food services at the Central Office and Training Center for the Kansas City Kansas Public Schools located at 2010 N. 59th Street, Kansas City, Kansas. The District intends to enter into an agreement for the operation of an onsite café and provision of onsite catering services, with a vendor meeting the requirement set forth in this solicitation document. The selection process will include a thorough review of bidder responses and an interview process.

**CENTRAL OFFICE CAFE
2010 N. 59th STREET
KANSAS CITY, KANSAS 66104**

NOTICE TO BIDDERS:

The sealed Proposal shall be received in the Purchasing Office of the Kansas City Kansas Public Schools, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104, no later than **2:00 p.m.**

Thursday, March 1, 2012 at 2:00 PM

**Mandatory Pre-Bid Conference
Monday, February 20, 2012 at 10:00 AM
2010 N. 59th Street (1st Floor – Café/South Entrance)
Kansas City, Kansas 66104**

At which time a walkthrough of the facility will occur and questions regarding the project will be answered.

Copies of this solicitation document may be obtained from the District's website at www.kckps.org/purchasing under "Invitation for Bids", or from the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104 between 8:00 AM and 4:00 PM.

The District reserves the right to accept or reject any or all Proposals and to waive any irregularities at its sole discretion. The District also reserves the right to negotiate with selected firms regarding pricing and any fee structures. All information included in a Proposal may be incorporated, at the District's sole option into the contract entered into between the District and the successful bidder. Any contract awarded as a result of this solicitation will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

SECTION 2. SERVICES

- 2.1 This project entails the scope of work identified in Attachment A.

SECTION 3. INSTRUCTIONS TO BIDDERS / GENERAL INFORMATION

- 3.1 Form of Submissions** – Each person or entity submitting a response to this solicitation (each “Bidder”) should prepare and submit their Proposal in response to this solicitation (“Proposal”) in a sealed envelope or box. The Proposal shall contain one (1) original. The package shall be plainly marked with the Bid Number, Bid Title and due date along with the firm name, and the package shall be address to:

**Kansas City Kansas Public Schools Purchasing Office
Attn: Purchasing Manager
2010 N. 59th Street
Room 370
Kansas City, KS 66104**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before the Bid Due Date and Time identified on the cover page. Each Proposal will be date and time stamped upon receipt in the Purchasing Office. Proposals received after the designated date and time will not be considered and will remain unopened. Proposals must be completed as requested including all required signatures and pertinent information. Incomplete Proposals will result in rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation, and if a foreign entity, proof of registration to transact business in the State of Kansas. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign the Proposal.
- 3.3 Format of Proposal** – Each Proposal must include the information required in Section 5. Each required response listed in Section 4 shall be included as a required document with Attachment A.
- 3.4 Questions about this Solicitation** – All questions regarding this solicitation shall be made electronically via email directed to Wayne Correll, Purchasing Manager at wacorre@kckps.org . The subject line of the email shall begin with the word “Question” and identify the Bid number and title. Failure to provide the Bid number in the email will cause the question to be rejected as unanswerable. Any questions submitted after the dates and times listed on the cover page (if applicable) shall not be considered or answered. Questions properly submitted **in writing** prior to the date due will be answered and the answers posted on the District website as an addendum.
- 3.5 Addenda** – The District may revise this solicitation by issuing written addenda. Addenda will be posted to the District’s website www.kckps.org/purchasing under “Invitation for Bids”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this solicitation. Bidders are responsible for viewing and understanding information in addenda to the

same extent as this solicitation document. All addenda will be communicated to bidders by posting to the District's website.

3.6 Bonding and Insurance – Bidders and any subcontractors shall be licensed and bonded to perform work in Kansas City, Kansas

3.6.1 The successful Contractor, prior to commencing work on this project, shall provide the Clerk of the Board copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible insurance company, licensed in the state of Kansas and approved by the School District.

3.6.2 The Contractor shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation law.

3.6.3 The Contractor shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits not less than \$500,000.00 for single occurrence or accident, which shall protect the Contractor, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in hauling equipment or materials to or from the site.

3.6.4 The Contractor shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$100,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the Contractor to facilitate the performance of the bid.

3.6.5 The insurance certificates required by the successful bidder shall provide that they cannot be canceled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid, and shall name the School District as an additional insured party.

3.6.6 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in Kansas City, Kansas, Public School District. All bonds shall include such provisions as will guarantee the faithful performance of the prevailing wage clause as provide by this specification.”

3.7 Prevailing Wage (Construction and Other Service Contracts Only).

If the bid exceeds \$26,650.00, the following provisions apply:

3.7.1 This project qualifies for prevailing wages under the policy of the Kansas City, Kansas Board of Education.

- 3.7.2 The Contractor shall submit certified payroll statements weekly while work is in progress. Records shall be submitted to Wayne Correll, at 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104.
- 3.7.3 Department of Labor prevailing wages structure and fringe benefits factors shall be provided upon request.”

3.8 Bid Bond/Performance Bond (Construction and Other Service Contracts Only).

If the bid exceeds \$26,650.00, the following provisions apply:

- 3.8.1 Bid Bond – Each Proposal must be accompanied by a bid bond in the amount of five percent (5%) of the contractor's bid value written by a surety or bonding company licensed to operate in the State of Kansas. All bid bonds must be made payable to Kansas City Kansas Public Schools or USD 500. Cashier checks and certified checks should be made payable to: Kansas City Kansas Public Schools or USD 500.
- 3.8.2 Performance Bond – Each Proposal must be accompanied by a performance bond in the amount of one hundred percent (100%) of the contractor's bid value written by a surety or bonding company licensed to operate in the State of Kansas. All performance bonds must be made payable to Kansas City Kansas Public Schools or USD 500.
- 3.9 Taxes** – Bids shall not include Federal Excise Tax, Transportation Tax, and/or State Retail or Sales Tax in its Proposal. The District is exempt and such taxes to not apply.
- 3.10 Compensation** – Bidders are cautioned that items and/or services must be furnished to the District at the price submitted. No price increase will be permitted, unless otherwise agreed to by the parties under the contract.
- 3.11 Grievances** – Any complaints or grievances arising from this solicitation shall be submitted in writing to: Kansas City Kansas Public Schools Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104

SECTION 4. PROPOSALS

- 4.1 Scope** – The scope of work for this solicitation is set forth in Attachment A.
- 4.2 Qualifications/Certifications/Resume/Operations Plan (Part I)**
The following information should be provided in Part 1 of the Proposal. The documents should be clearly marked: “Part 1 – Qualifications”
- 4.2.1 Bidders should provide detailed information addressing each of the following areas:
- 4.2.1.1 Licensing and certification in the field of the requested services.
- 4.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services is pending or has been resolved within the past twelve (12) months.

4.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past twelve (12) months.

4.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a bidder. This section shall not be interpreted to require the disclosure of information shielded from disclosure by any state or federal statute and/or court order.

4.2.1.5 The Bidder will provide financial information that would allow proposal evaluators to ascertain the financial stability of the bidder to include financial statements.

4.2.2 Bidder Identification

4.2.2.1 Bidder Name (Person or Entity)

4.2.2.2 Bidder Address

4.2.2.3 Name and Title of Bidder Authorized Representative

4.2.2.4 Bidder Telephone Number

4.2.2.5 Bidder Fax Number

4.2.2.6 Bidder Authorized Representative Email Address

4.2.2.7 Include the foregoing information for each person/entity that is part of the project team for this Proposal.

4.2.3 Bid Response Elements

4.2.3.1 Entity Qualifications

4.2.3.2 References (Other School Districts Where Possible)

4.2.3.3 Brief description of entity's experience with providing the requested services

4.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in Kansas City, Kansas)

4.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each project team member for this Proposal.

4.3 Proposed Solution (Part II)

The following information should be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Proposed Solution".

4.3.1 Management Approach – Written explanation shall be provided as to the approach the respondent intends to pursue in order to:

A. Promote maximum utilization of the café/catering operations.

B. Keep the premises clean and neat at all times.

C. Develop menu items.

D. Food preparation

E. Customer Service

F. Adjust menu, service and prices to meet customer demand.

G. Staff the operation

- 4.3.2 Menu – Provide examples of menu featuring food and beverage items to be offered in the café.
- 4.3.3 Pricing Proposal – Provide a proposed pricing schedule listing the items that will be offered and the proposed prices for each item.
- 4.3.4 Revenue Stream for the District – Provide a plan by which a percentage of the revenue generated by the catering operations will be paid to the District.

SECTION 5. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 5.1 **Bid Opening** – All Proposals received on or before the Proposal Due Date and time shall be opened publicly promptly at the time identified on the Bid Due Date on the cover sheet, subject to change by Addenda, in the conference room designated by the District at 2010 N. 59th Street, Kansas City, KS 66104.
- 5.3 **Evaluation** – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of the bidder so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.
- 5.4 **Award** – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding, add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a Proposal meeting District specifications. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. Award of bid, if made by the District, will be by action of the Board or Education for the Kansas City Kansas Public Schools Unified School District No. 500 and to the lowest responsive and responsible bidder.

It is understood and agreed that the District guarantees no minimum amount of quantities to be ordered. Unlimited orders within the term of the contract shall be allowed to the District at the prices quoted.

The District reserves the right to award each item individually or by groups of line items.

If two (2) or more identical low bids are received from responsive bidders, the District will determine which bid will be accepted.

All bids submitted to the District shall remain open, valid and subject to acceptance for sixty (60) calendar days after the bid opening.

SECTION 6. MINORITY PARTICIPATION

- 6.1 The District pursues a goal to utilize Minority Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE) where possible in the provision of goods and services to the District while concurrently maintaining the quality of the goods and services provided to the District through the competitive bidding process.

6.1.1 During the performance of the contract, the Selected Bidder agrees as follows:

6.1.1.1 The Selected Bidder will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The Selected Bidder will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

6.1.1.2 The Selected Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the selected bidder; state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

6.1.1.3 The Selected Bidder's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the Selected Bidder may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

SECTION 7. RESERVATIONS / STIPULATIONS

7.1 This solicitation does not obligate the District to pay any costs incurred by any respondent in the submission of the Proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this solicitation prior to the issuance of a valid contract under Kansas law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether or not related to the Bidder.

7.2 Careful consideration should be given before confidential information is submitted to the District as part of a Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for purposes of review. Any and all documents submitted by a Bidder may become public record if and when they are submitted to any advisory or legislative public body, or pursuant to the Kansas Open Records Act. The Kansas Open Records Act provides for public access to information the District possesses.

7.3 Bidders acknowledge and agree, by submitting a Proposal, that:

7.3.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by the Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way the District sees fit, in its sole discretion.

7.3.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without the advance written consent of the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and and/or to negotiate the composition of the team.

- 7.3.3 Adherence to the schedule for the work is of critical importance to the District, and Bidder agrees to dedicate personnel listed in the Proposal to complete the work in accordance with the schedule outlined in this solicitation.
- 7.3.4 To having read this solicitation in its entirety and agreeing to all terms and conditions set forth herein.
- 7.3.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement the information contained in respondent's submission, and authorize the release to the District and/or the District's consultants of any and all information sought in the inquiry or investigation.
- 7.3.6 To the best of the Bidder's belief: (A) the prices in the Proposal were arrived upon independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restricting competition as to any matter of agreement or price with any other Bidder; (B) unless otherwise required by law, the prices in the Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening by the District, directly or indirectly, to any other Bidder or competitor; and (C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a Proposal in response to this solicitation for the purpose of restricting competition.
- 7.3.7 The Proposal is made in good faith.
- 7.3.8 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items contemplated under this solicitation, or to the competency of the service provider to perform under any resulting contract.
- 7.3.9 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any action prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 7.3.10 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the United States General Services Administration, Office of Acquisition Policy.
- 7.4 Any misrepresentations or false statements contained in a response to this solicitation or to any request for additional information related to this solicitation, whether intentional or unintentional, shall be sufficient grounds for the District to disqualify respondents from competition for selection at any time.

- 7.5 Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not intended. The District also reserves the right to decide in its sole discretion whether disqualification of the Bidder and/or cancellation of the award should result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based upon an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of the bid specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of the specifications.
- 7.6 Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this solicitation, including, but limited to, all reporting and registration requirements. Bidders further agree that this solicitation and any contract awarded pursuant to it will be governed under the laws of the State of Kansas.

ATTACHMENT A – PROJECT SPECIFICATIONS

BID TITLE: CENTRAL OFFICE CAFÉ
BID NO.: 12-005

1. Needs Assessment Results

A needs assessment survey was conducted by the Purchasing Department of the District, asking employees to provide input regarding their desire for an onsite breakfast/lunch/snack provider at the Central office and Training Center. Following are the results of the survey:

1. **If a reasonably priced coffee shop/deli offering specialty coffee, breakfast, lunch and snacks were offered at the Central Office and Training Center, how often would you visit?**

Daily	18.0%
3 to 4 times per week	30.0%
1 to 2 times per week	26.0%
Occasionally	24.0%
Never	2.0%

2. **What time of day are you typically at the Training Center? Check all that apply.**

7:00 AM to 10:00 PM	14.0%
10:00 AM to 2:00 PM	13.0%
2:00 PM to 5:00 PM	12.0%
All Day	61.0%

3. **If specialty drinks, such as smoothies, teas, cappuccino, latte and espresso were available at the Training Center, how often might you make a purchase?**

Daily	10.0%
3 to 4 times per week	13.0%
1 to 2 times per week	28.0%
Occasionally	40.0%
Never	9.0%

4. **If the specialty drinks identified in the previous question were priced at around \$3.00, how likely would it be that you would make a purchase?**

Definitely	23.5%
Possibly	45.9%
Probably Not	30.6%

5. **If freshly made breakfast such as quiche, burritos and muffins were available, how often might you purchase breakfast?**

Daily	2.0%
3 to 4 times per week	14.0%
1 to 2 times per week	28.0%
Occasionally	47.0%
Never	9.0%

6. **If breakfast items were priced at around \$3.50, how likely would it be that you would make a purchase?**

Definitely	25.0%
Possibly	56.0%
Probably Not	19.0%

7. **If freshly made lunch items that included vegetarian, low salt/sugar, gluten free offerings were available, how often would you purchase these options?**

Daily	5.1%
3 to 4 times per week	18.4%
1 to 2 times per week	21.4%
Occasionally	37.8%
Never	17.3%

8. **If lunch items (which would include soup or fruit or chips) were priced at around \$5.00, how likely would it be that you would make a purchase?**

Definitely	35.7%
Possibly	53.1%

9. If fresh snack items like pastries, cookies and chips were available at the Training Center, how likely would it be that you would make a purchase?

Daily	5.0%
3 to 4 times per week	10.0%
1 to 2 times per week	25.0%
Occasionally	51.0%
Never	9.0%

10. What food and beverage items would you like to see available in the cafe located in the Training Center?

- Healthy sandwiches and snacks.
- sandwiches and salads
- Salads, sandwiches, Soup's, and Fruit.
- Some decaffeinated beverages(coffee, tea, soda, etc.) would be nice. Lite sandwiches as well.
- Hot chocolate and low fat healthy items - fruit, yogurt, granola bars, etc...
- fountain drinks; salads; snacks, fresh fruit,
- salads lemonade
- Items not made by our district cafeteria with the exception of the chef salad. 2/2/2012 11:22 AM
- Some kind of smoothies or shakes.
- soup & sandwiches
- SANDWICHES, DIET SPRITE, SALADS
- Smoothies
- Made when ordered Deli sandwiches, soups, salads. Like what was on the truck that use to come by the office.
- Sandwiches, Chips, Cookies, Muffins, Coffee, Juice, Yogurt, Breakfast sandwiches, Pastries, etc.
- Add salads to the above listed items.
- Fruit. Vegetable packs. Healthy snacks
- Healthy choices....like fruits, veggies, soup, salads, and baked chips.
- I would really like to have the option of having fountain drinks available - large soft drinks and unsweetened tea with ice.
- soup or sandwiches
- various coffees and teas would be really nice!
- Deli sandwiches are nice with chips...along with possibly espresso....
- Diet sodas and sweet tea
- spicy chicken sandwiches sub-sandwiches Salisbury steak sandwiches fried fish sandwich cereals granola bars egg and bacon biscuits egg rolls barbeque assorted fried rice, chicken, shrimp or beef pizza salad bar grilled hot dogs, grilled polish sausages
- Root Beer Strawberry/Banana Smoothies Mayo available for cold cut sandwiches Hot ham and cheese sandwiches would be nice
- Healthy, delicious fresh Juices/Smoothies
- burritos
- Lattes, salads, healthy choices (Weight Watcher-friendly)
- Chef salads fresh sandwiches Bagels, muffins caffeine free diet soft drinks and diet soft drinks
- Hot cookies fresh fruit
- Wraps, side salads, fruit cups, quiche, soups, teas, happy that you might open.
- Sub sandwiches, soups, salads, decaf coffee, juices.
- Fountain Drinks, Cappuccino, Lattes, Frozen Coffee, Sandwiches, Wraps, Pre-Made Salads, Snack Items, Fruit and Breakfast Sandwiches.
- soup, salads, sandwiches, sodas, teas, juices, fresh fruit, veggies, breakfast cereals, muffins, quiche, burritos and various convenience items
- Cafe Mochas, Dr. Pepper, Soups, Salads Thanks - this would be awesome to have
- snack items, lattes and fruit
- I don't eat breakfast and I bring my own lunch and buy my own coffee for the office coffee maker from Sams ... so I would only visit the Cafe on rare occasions. However, I do want to say that I support the idea of having something in house for the MANY meetings we have here at the training center.
- Something reasonable so we don't have to use our gas up to go and find something if we didn't bring our lunch, since everything is going up but not our paychecks..
- I would like to chicken sandwiches or cheeseburgers....
- SHAKES
- fresh salads and tea
- green salads, little cartons of milk
- Soup fries hamburgers smoothies soda ice tea lemonade hot tea milk shakes
- Wraps, sandwiches, salads, unsweetened Ice Tea, weight watcher friendly food
- breakfast sandwich and bars fruit juice oatmeal cold cereal
- SOUPS, SALADS, HOT SANDWICHES, ICED TEA, CHOC CHIP COOKIES,
- Fresh fruits and vegetables: Salads etc.
- Salads, soups, sandwiches
- salads, sub sandwiches, hot sandwiches, hot vegetables, wraps, breakfast sandwiches, set up like the deli was at 625

- and around those same prices,
- Sandwiches, soup, salads
- I would love the opportunity to pick up reasonably priced fruit or health snacks. I also enjoy tea and coffee. I would be very likely to buy soups and/or salads for lunch.
- salad soup cappuccino smoothies
- Food: deli style sandwiches, daily special hot meals, soup, breakfast. Beverages: Assorted soda, water, juice, tea (hot and iced), coffee. Would also like to see a pre-paid system in place or ability to accept debit cards (pre-paid would be cheaper).
- Turkey or grilled sandwiches reasonable prices occasionally sandwiches, chips, yogurts. low fat fresh salads
- Cappuccinos Quiche
- Breakfast sandwiches (bacon, sausages, eggs, cheese, croissants, biscuits) Turkey , ham sandwiches Soups - vegetable, etc. cookies, candy, chips, drinks (hot and cold) fruit, granola bars chocolate cake
- shakes or smoothies; tuna and/or egg salad sandwiches.
- Sandwiches Cookies
- Food items with the Weight Watchers program in mind would appeal most. I would like to see the snacks be more in the line of fresh fruit and crudites. Also, specialty beverages should be Starbucks, Caribou, Scooters, etc. quality--not instant! Would pay more than \$3.00 for that quality.
- smoothies, cappuccino, soups and sandwiches.
- Coffee, soup & salad
- Affordable salads & sandwiches.
- More healthy items, yogurt, granola, wheat items etc. Salas for lunch low in sodium etc. More juices orange, apple, grapefruit etc. Smoothie excellent ideas, real fruit smoothies, power bars. etc. No Starbuck prices on coffee. We have to keep in mind, there's a lot of people on a budget crunch so I wouldn't price the items too high.
- fountain drinks, fresh fruit, salads, cookies
- BREAKFAST ITEMS, EGGS ANY WAY BOILED ALSO, OATMEAL, CEREAL (VARIETY), TURKEY SAUSAGE, YOGURT -LUNCH TEMS,SUB SANDWICHES,PANINIS,SOUPS,SALADS,FRESH FRUITS, TACO SALADS IN SHELL,& AND WRAPS, FOUNTAIN DRINKS WOULD BE GOOD TOO! Thank you for this survey!
- Salad options Low-sodium items Sugar-free items Non-fried items
- Fresh Fruit Hot Tea Croissant Lunch Sandwiches
- Bananas, apples, oranges, grapes salads
- Quick items such as pizza, cheeseburger, etc.
- Omelets, veggie burritos, quiche, Greek salads, fruit and salad only if it has none of those smelly preservatives, cold healthy salads like those at Whole foods or the YWCA cafe we used to go to, sandwiches like those at Subway, Mystic Monk coffees, chocolate malts, FRENCH FRIES!! homemade!!! yeah!!! Thanks for asking!
- Coffee & sandwiches at a good price.
- salads, soup, sandwiches Decaf, unsweetened ice tea, decaf, sugar free pepsi
- Coffee and some specialty drinks
- Reg. Coffee, lattes, iced tea, hot sandwiches with veggies and fresh fruit. A clean cafe will maintain my support.
- hot chocolate, cookies, brownies
- Diet Soda - like Coke One, Diet Mt Dew / with ice in large cup
- I hope that a coffee pot is still available to staff who contribute to the coffee supply. I'm a brown bagger for 35 years - saving my money for other priorities.
- salads soups hot deli sandwiches occasionally pizzas, calzones
- Salads (not primarily iceberg)
- Orange juice and breakfast sandwiches
- salads; coffee; smoothies; hot and cold sandwiches Fridays would be busier due to district meetings for TLs.
- coffee, fruit, salads, soups during winter
- I think that all of the suggestions listed above are good, but I might suggest also adding yogurt and nuts.
- vegetarian salads bagels
- Turkey & Swiss sandwiches on wheat bread or whole wheat. Vegetable soup. Fruit: strawberries, blueberries, raspberries. Yogurt with granola. Fruit Smoothies. Iced Tea. Limeades. Chocolate candy.
- Light breakfast and lunch items would be fine. Vending machines are OK for snacks. Would probably purchase breakfast OR lunch most days.
- Assortment of teas
- Pizza slice, salads, soups, warm sandwiches, fruit
- most definitely fruits/salads/coffee/cappuccino
- Cheese Burgers, salad bar, wraps,. I ate at the deli in the Main Library all the time when it was open.
- Yogurt, cookies, fresh fruit cups, salads, soup, wrap or sandwiches
- salads
- Soups, coffee not specialty, Breakfast sandwich, salads, lunch sandwich/wraps, chips, fruit, Sodas (not can or bottles),
- DEFINITELY FRUIT SMOOTHIES LOW FAT AND HEALTHY SANDWICH, SOUPS, SALADS

2. Scope

The café is located on the first floor of the Kansas City Kansas Public Schools Central Office and Training Center at 2010 N. 59th Street in Kansas City, Kansas. The café space is situated near the main entrance. The café space is designed to attract employees and visitors who desire a beverage, snack, light breakfast or lunch. The space to be utilized consists of a 1,000 square foot (approx.) dining area; a 530 square foot (approx.) food preparation and storage area (see floor plan Attachment A-1). There are tables, chairs and other seating in the dining area to accommodate 40 patrons. Additionally, there is an outside terrace area intended for outdoor seating and events and will be furnished by the District in the future.

- A. The café shall be operated in a professional manner providing reasonably priced fresh food and prepackaged food items.
- B. Cooking and baking may be performed onsite.
- C. There are opportunities for provision of catering services for onsite training events and other events occurring in the Central Office and Training Center, in addition to the operation of the café. Catering operations will be required in the following locations: meeting rooms and permissible outdoor spaces. This service may range from deli-style meat and cheese trays, boxed lunches, coffee service, or other agreed service. District users will make every effort to provide forty-eight (48) advance notice of any event requiring catering services.
 1. Meeting Rooms: The KCKPS Central Office and Training Center has 19 meeting rooms on 3 levels of the building.
 2. Outdoor Space: The outdoor terrace will be used for receptions and other outdoor events on Level 1 facing Parallel Parkway (South).
- D. The name of the café will be determined by the vendor, subject to final approval of the District (including the Board of Education).
- E. The District will provide the following equipment for use by the operator:
 1. Refrigerators (3)
 2. Bakery Rack on Wheels
 3. Ice Machine w/Bin
 4. Sink, 3 Basins and Plumbing
 5. Beverage Case
 6. Microwave Oven
 7. Convection Oven
 8. Dry Storage Area
 9. Cold Table w/Inserts
 10. Hot Table w/Inserts
 11. Commercial Stand Mixer
 12. Food Prep Tables (2)
 13. Panini Press
 14. Coffee/Tea Maker
 15. Small Flat Griddle

16. Hood w/Blower (Lighted)
17. Smallwares
18. Customer Seating/Tables
19. Trash Receptacles
20. Hand-Washing Basin and Soap Dispenser (Kitchen)
21. Dock Equipment (Carts & Dollies)
22. Local Telephone Service
23. Internet Connectivity

F. The District **will not** provide the following items:

1. Cash Register (POS Software/Equipment)
2. Countertop Food Displays
3. Espresso/Cappuccino Machine

G. The District reserves the right of approval for all equipment and furnishings brought into the café. It will be Vendor's obligation to restore the café to its previous condition upon termination of the agreement.

H. The District will pay for the following utilities and services.

1. Electricity
2. Water
3. Refuse Disposal
4. Pest Control
5. Local Telephone Service
6. Internet Service

I. The café operator will provide and pay for the following services:

1. Long-Distance telephone service
2. Café labor
3. Equipment maintenance
4. Supplies

J. The Vendor is expected to properly train all persons engaged in performing work under this agreement with regard to the safe handling and operation of café equipment as well as any applicable safety issues. Compliance with OSHA standards and regulations is mandatory. Worker violations of these standards, and any resulting fines or penalties, are the responsibility of the Vendor.

K. Janitorial Duties – The Vendor must regularly monitor and pick up litter within and around the café area, dining area, and kitchen area. Vendor shall maintain daily janitorial duties in the kitchen, dining, and cafe areas, and shall regularly wipe down all equipment and maintain a clean appearance. Vendor shall supply all cleaning equipment and all cleaning supplies as needed. Areas to be cleaned and sanitized include kitchen, food storage, and food service areas. Cleanup operations will consist of ongoing "clean as you go" to maintain a clean appearance, as well as one complete cleanup of the kitchen area (mopping floors, cleaning counters, food prep tables, appliances, equipment, etc ... at the end of each working day. Use appropriate cleaners

for the work done. Use non-abrasive cleaners when cleaning stainless steel products. When cleaning/sanitizing the food area, a USDA approved cleaner for food services must be used, and disinfectants and all-purpose cleaners when sterilizing and cleaning objects away from food service area. Garbage must be cleared and hauled to the dumpster provided by the District. No Garbage shall be left out or in trash cans overnight. Garbage containers must be lined with plastic liners. Liners must be replaced as necessary, but not less than daily. Garbage containers must be cleaned and sanitized as needed, but not less than weekly with an all-purpose cleaner. If odor becomes obvious or if complaints are made by customers or the District, containers will be washed out within a reasonable time after the complaint is made. Vendor must break down all cardboard boxes, etc ... Vendor must not leave any paper, boxes, food, or trash on the ground in the building, around the dumpster, or outside of the building.

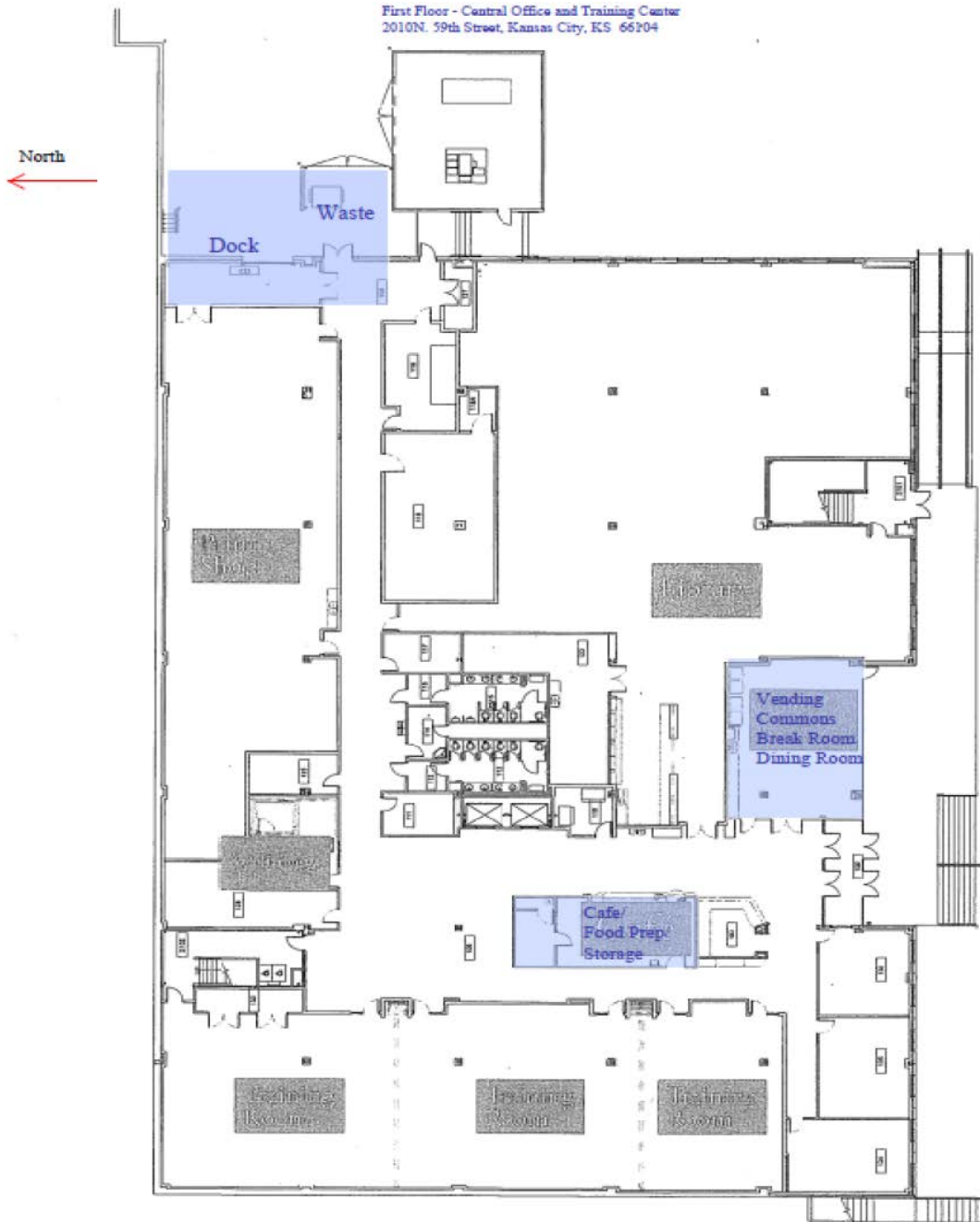
- L. The Vendor will be responsible for maintaining the equipment in safe operating condition. Any equipment that is damaged or is not functioning properly should be repaired or replaced as soon as possible with District approval. No equipment shall be disposed of without the prior written consent of the District.
- M. Service shall be available five (5) days a week and twelve (12) months per year, subject to scheduled and unscheduled closures of the building that include holidays and inclement weather. Service should be provided Monday through Friday, 7:30 a.m. to 3:30 p.m., and extended hours when requested by the District.
- N. The customer base for the cafe will be approximately 250 regular employees of the building, as well as visitors attending training sessions, public events, and board meetings. KCKPS Central Office and Training Center hopes to provide its employees and visitors with choices of variety of foods and beverages at affordable prices relative to the Deli/Cafe concept. Each Proposer must provide its proposed menus and pricing strategy for daily operations.
- O. Student Interns - The Selected Proposer will allow various District students to participate on a daily basis as unpaid workers/assistants in the concessions and catering operations with limited responsibilities in supervised food preparation, order taking, catering service, dining room attendant, and cashier responsibilities. Intern use of potentially dangerous equipment and smallwares in food preparation will be limited to only those specific pieces approved by the District. The object of this program is to provide students with practical experience in a business operation, and introduce students to the interworking's of an operating business and the importance of good management and customer service skills.

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY:	_____	DATE	_____
TITLE:	_____	FIRM:	_____
PHONE:	_____	EMAIL:	_____

ATTACHMENT A-1 – PROJECT SPECIFICATIONS

BID TITLE: CENTRAL OFFICE CAFÉ
BID NO.: 12-005



ATTACHMENT B – BIDDER CHECKLIST

BID TITLE: **CENTRAL OFFICE CAFÉ**
BID NO.: **12-005**

	Submitted all information as requested.
	Received and acknowledged all addenda.
	Submitted one (1) original, and one (1) copy of Proposal.
	Signed and dated Cost / Pricing Proposal.
	No conditions or restrictions have been placed by the bidder on the Proposal that would declare it non-responsive.
	Prepared to provide the insurance and/or bond required.
	Submitted a copy of all certificates and license including, but not limited to, the license to conduct business in the City of Kansas City, Kansas.
	Submitted the Tax Identification Number

BY: _____ DATE _____
TITLE: _____ FIRM: _____

ATTACHMENT D – QUALIFICATIONS AND REFERENCES

BID TITLE: CENTRAL OFFICE CAFÉ

BID NO.: 12-005

1. QUALIFICATIONS

Indicate your company's qualifications to provide the service/products requested. Include the following information:

- (a) Name, Address, and Telephone number of legal entity with whom the contract would be written and all trade names/assumed names used.
- (b) Organizational structure under which the Proposer's business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc...).
- (c) Name and title of each of the Proposer's principal officers (President, Vice President, Chairperson of the Board of Directors, etc...).
- (d) Federal Employer ID and business license to work in the City of Kansas City, Kansas.
- (e) Copy of all licenses or other documentation, which authorizes your company to provide the requested services.
- (f) Other information that may be pertinent to your company's qualifications to provide the requested services.
- (g) Date Founded
- (h) Organizational Structure
- (i) Sole Proprietorship
- (j) Partnership
- (k) Corporation

Ownership Status

() Independent

() Subsidiary (Name of Parent Organization: _____)

Company History

- (a) Office Locations
- (b) Personnel
- (c) Expertise

2. References

Provide a list of references that will include the following information:

- (a) List at least three (3) references where you are currently providing services. Include the following information:
 - 1) Name of Reference
 - 2) Nature of Business
 - 3) Address
 - 4) Telephone Number
 - 5) Contact Person
 - 6) Number of years your company has provided service
- (b) Other references or information that will provide pertinent information.

ATTACHMENT E – USD 500 STANDARD TERMS AND CONDITIONS

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or vendor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. **COMPLETING BID:** Bids must be submitted **ONLY** on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do **NOT** indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY FO BID:** Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. **NEW MATERIALS, SUPPLIES AND EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after

receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by #A 157-758. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
24. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
 - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
 - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
 - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract.

The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

(5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.

(6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII

- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles in the to be covered.

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 26. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

**ADDENDUM NUMBER 1
BID NUMBER 12-005
CENTRAL OFFICE CAFÉ**

**PURCHASING DEPARTMENT
UNIFIED SCHOOL DISTRICT 500
2010 N. 59th STREET
KANSAS CITY, KANSAS 66104
(913) 551-3200**

Note the following changes to the above mentioned bid. This information is to be taken into consideration when responding to the original bid document.

Correction to the Solicitation:

Location: Page 2 – Mandatory Pre-Bid Conference

The date displayed in the text box titled “Mandatory Pre-Bid Conference is incorrect. The text box is hereby deleted in its entirety and replaced with the following:

<p style="text-align: center;"><u>Mandatory Pre-Bid Conference</u> Tuesday, February 21, 2012 at 10:00 AM 2010 N. 59th Street (1st Floor – Café/South Entrance) Kansas City, Kansas 66104</p> <p>At which time a walkthrough of the facility will occur and questions regarding the project will be answered.</p>

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____
TITLE: _____ PHONE: _____
FIRM _____

**ADDENDUM NUMBER 2
 BID NUMBER 12-005
 CENTRAL OFFICE CAFÉ**

**PURCHASING DEPARTMENT
 UNIFIED SCHOOL DISTRICT 500
 2010 N. 59th STREET
 KANSAS CITY, KANSAS 66104
 (913) 551-3200**

Note the following changes to the above mentioned bid. This information is to be taken into consideration when responding to the original bid document.

Response to Bidder Questions:

Following are question asked by bidders at the pre-bid conference/walk-through of February 21, 2012, and KCKPS responses to those questions:

1	What entity is the owner of the Café RFP/Project?
KCKPS	The District is the owner of the RFP/Project.
2	Will the successful bidder be responsible for sales taxes for supplies/items purchased?
KCKPS	Yes.
3	Will the District or the successful bidder be responsible for health department certification/licensure?
KCKPS	The successful bidder will be responsible for obtaining all required certification/licensure (including those required by Health Codes). The District will be responsible for any infrastructural modifications needed to comply with health code requirements and regulations.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____
 TITLE: _____ PHONE: _____
 FIRM _____