



RAYMORE PARKS AND RECREATION BOARD

SPECIAL MEETING - AGENDA

Tuesday, April 12, 2022

**6:00PM - City Hall
100 Municipal Circle
Raymore, Missouri 64083**

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. New Business

A. Screen Printing/Embroidery - Contract Award Action Item

Staff will present a recommendation to award the Screen Printing/Embroidery Contract for city staff uniforms, youth sports uniforms and departmental items.

B. Beverage Vending & Supply Services - Contract Award Action Item

Staff will present a recommendation to award the Beverage Vending & Supply Services for concessions operations and vending machines.

5. Board Member Comment

6. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

The Parks and Recreation Board may enter into an executive session before or during this meeting, if such action is approved by a majority of the Board present, with a quorum, to discuss:

- litigation matters as authorized by § 610.021 (1) RSMO,
- real estate acquisition matters as authorized by § 610.021 (2),
- personnel matters as authorized by § 610.021 (3), or
- other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting please notify this Office at (816) 331-0488 no later than forty-eight (48) hours prior to the scheduled commencement of the meeting.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 12, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3715 - Award of Contract, Screen Printing and Embroidery

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1 - Develop a Compelling Community Identity and Brand

FINANCIAL IMPACT

Award To: Dunn Right LLC. - Liddle Sport Shop
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: Parks / Public Works

PROJECT TIMELINE

Estimated Start Date
May 2022

Estimated End Date
April 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: April 12, 2022
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

[Empty signature box]

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department manages the Screen Printing and Embroidery Services Contract for the City. This contract provides uniform t-shirts and City-branded apparel for the Public Works Department and the Parks & Recreation Department.

The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. This RFP also included league/activity uniforms. Staff received two proposals. Both proposals qualified as complete bids in the required areas. Using the pricing on a basket of goods to evaluate each bid, The Liddle Sport Shop of Lee's Summit is found to be the lowest, best, most responsive bid.

This contract is for one year with the option to renew for an addition two - one year terms.

BILL 3715

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A GUARANTEED PRICING CONTRACT WITH DUNN RIGHT, LLC. LIDDLE SPORTS SHOP TO PROVIDE SCREEN-PRINTING AND EMBROIDERY SERVICES.”

WHEREAS, the staff publicly advertised and bid for screen-printing and embroidery services at guaranteed pricing, and;

WHEREAS, Staff reviewed the proposals submitted and found that the proposal from Dunn Right, LLC. Liddle Sports Shop was the lowest and best of the proposals submitted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed and authorized to enter into a guaranteed pricing contract with Dunn Right LLC. Liddle Sports Shop to provide screen-printing and embroidery services.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 25TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III

Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

SCREEN PRINTING AND EMBROIDERY

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this ____ day of _____, 2022, between The Liddle Sport Shop, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 100 NE Tudor Road, Lees Summit, MO 64086, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-010 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including insurance and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform screen printing and embroidery services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 1, 2022 and ending April 30, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with invoices for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix A.

Third party payment agreements will not be accepted by the City.

ARTICLE V
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

The insurance company providing such coverage shall be satisfactory to the City.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workers or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII
RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials and labor necessary to perform and complete the contract as specified.

All materials and supplies will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XIII AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

1.0- GENERAL:

The successful Contractor will provide all materials, equipment, staffing, and supplies necessary to perform screen printing and embroidery services, including the t-shirts and sweatshirts (or other wearables as requested) to be delivered, for the prices quoted in response to this request for proposals. Prices quoted by the contractor shall remain in effect through the contract period, regardless of changes in prices affecting the contractor. The City will award a single contract for all items. Not included for the purposes of this contract: contracted laundry items, non-emblazoned workwear, footwear, hand protection or other PPE unless specifically requested.

The City shall supply the City logo, Parks and Recreation logo, Public Works logo, and any other pertinent artwork to the contractor. Information regarding the format of the artwork and logos is included in the request for proposals bid sheet and must be completed in order for the proposal to be considered responsive.

Orders larger than 250 pieces are expected to have a maximum two-week turnaround time from delivery of artwork to the contractor. Sizes will be provided by the City as quickly as they are available. Smaller orders are expected to have a maximum turn around time of five (5) business days. Screen and embroidery work is expected to be of the highest quality. The successful contractor will be given sponsor artwork which will be expected to be screened exactly on the uniforms. Often this artwork is delivered to the City in PDF or jpeg format. Light color screens on dark color t-shirts are expected to be double hit to ensure a high quality result. The City reserves the right for final approval of all artwork prior to screen printing on team uniforms and City approval is required for sponsor logos.

T-shirt material is also expected to be of the highest quality. Samples of the materials to be used shall be approved by staff before screen printing begins. To keep the level of quality high, pre-shrunk 100% cotton shall be used, unless stated otherwise, when screen printing or embroidering shirts.

2. ADDITIONAL BIDDING INFORMATION

2.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-010

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks and Recreation Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks and Recreation Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of April 2022, with the initial term beginning May 1, 2022 and ending April 30, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation

or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Parks and Recreation Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. Permits/Certificates

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed

copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A
RFP 22-010

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) John Dunn having authority to act on behalf of (Company name) Dunn Right LLC dba Little Sport Shop do hereby acknowledge that (Company name) Dunn Right LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

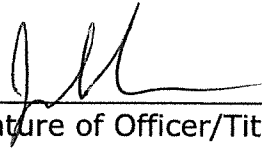
FIRM NAME: Dunn Right LLC

ADDRESS: 100 NE Tudor Road Suite 111
Street

ADDRESS: Lees Summit MO 64086
City State Zip

PHONE: 816 944 4111

E-MAIL: john@littlesports.com

DATE: 3/16/22
(Month-Day-Year) Signature of Officer/Title 

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B

RFP 22-010

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 22-010

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	Meyer Music
ADDRESS	1512 US 40 Hwy Blue Springs Mo 64015
CONTACT PERSON	Tom Meyer
CONTACT EMAIL	tom.meyer@meyermusic.com
TELEPHONE NUMBER	816 309 1219
PROJECT, AMOUNT AND DATE COMPLETED	\$ 95,000 Annually

COMPANY NAME	Hogon Prep HS
ADDRESS	1221 E Meyer Blvd KCMo 64131
CONTACT PERSON	Phil Lascuola - AD, Asst Principal
CONTACT EMAIL	plascuola@hogonprep.net
TELEPHONE NUMBER	816-215-9146
PROJECT, AMOUNT AND DATE COMPLETED	70,000 - 90,000 Annually

COMPANY NAME	Wellington Napoleon High School
ADDRESS	800 MO-131 Wellington MO 64097
CONTACT PERSON	Todd Shannon - Principal
CONTACT EMAIL	tshannon@wntigers.net
TELEPHONE NUMBER	816 - 266 - 3550
PROJECT, AMOUNT AND DATE COMPLETED	25,000 - 35,000 Annually

COMPANY NAME	OAK Grove High School + OAK Grove Football
ADDRESS	605 SE 12th St OAK Grove MO 64075
CONTACT PERSON	WAYNE McGinnis
CONTACT EMAIL	ogymac@yahoo.com
TELEPHONE NUMBER	816 721 - 7772
PROJECT, AMOUNT AND DATE COMPLETED	35,000 - 50,000 Annually

COMPANY NAME	LS High School
ADDRESS	400 SE Blue Parkway Lees Summit MO 64063
CONTACT PERSON	ERIC Thomas
CONTACT EMAIL	eric.thomas@lsr7.net
TELEPHONE NUMBER	660 - 441 - 1321
PROJECT, AMOUNT AND DATE COMPLETED	50,000 - 100,000 Annually

State the number of Years in Business: 54

State the current number of personnel on staff: 9

PROPOSAL FORM D
RFP 22-010

Proposal of Dunn Right LLC, organized and
(Company Name)
existing under the law of the State of MO, doing business
as Little Sports + Apparel (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-010 – Screen Printing and Embroidery.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 22-010
SCREEN PRINTING AND EMBROIDERY SERVICES

BID SHEET

1. Comments/Amendments to Scope of Services:

2. Cost for Screen Print/Embroidery Artwork Preparation Services:

Artwork Format(s) required

vector - .EPS, .AI, .CDR, .PDF

Charge to convert artwork to format required

\$ 0

3. Delivery Charges:

Charge to Deliver completed orders to 227 Municipal Circle, Raymore.

\$ 0

4. Other Standard Charges per Order:

Please list set-up charges (or other charges) per order. Use a separate page if necessary.

N/A

5. Standard catalog discount for any items ordered that are not priced in the chart below.

Please list any discount percentage you offer on items not specified here:

VARIOUS by 0 %
brand

6. Approximate days from receipt of order to delivery to 227 Municipal Circle, Raymore.

10 business days

7. Guaranteed Clothing Article Pricing (per single unit)

Category	Clothing Article	Brand Name/Style Other information	Price/unit for standard sizes S,M,L, XL	Price/unit for adult XXL/XXXL
Staff Uniforms - Parks	Long sleeve t-shirts	Port + Company PC61LSP	11 ¹⁴	13 ¹⁴ / 14 ¹⁴
	Short sleeve t-shirts	port + company PC61P	9 ³⁸	10 ⁸⁸ / 12 ³⁸
	Hooded, zip-up sweatshirts	port + company PC782H	23 ⁵⁴	26 ⁵⁴ / 26 ⁵⁴
	Baseball Caps	port Authority C112	8 ⁵⁰	N/A
	Special Event Neon Staff	Gildan 5000	6 ⁸⁵	8 ⁸⁵ / 8 ⁸⁵
Recreation/Conc essions Staff	Short sleeve t-shirts	Gildan 3000	6 ⁸⁵	8 ⁸⁵ / 8 ⁸⁵
	Polo's	Jerzees 437M	14 ²¹	16 ²¹ / 17 ²¹
Staff Uniforms - Public Works	Long Sleeve t-shirts	port + company PC61LSP	11 ¹⁴	13 ¹⁴ / 14 ¹⁴
	Short sleeve t-shirts	port + company PC61P	9 ³⁸	10 ⁸⁸ / 12 ³⁸
	Hooded Zip-up sweatshirts (The Game)	GAME 825	53 ⁹³	56 ⁹³
	Hooded Pullover Sweatshirts	Gildan 18500	17 ²²	20 ²² / 21 ²²
	Crew neck pullover sweatshirts	Gildan 18000	11 ⁹⁴	13 ⁹⁴ / 14 ⁹⁴
Youth Team Coach Shirts	Coaches' t-shirts	Chapira BST99	7 ⁹⁸	8 ⁹⁸

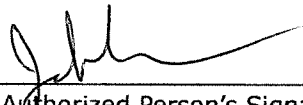
Youth Baseball League Uniforms	Boys' jerseys	Chypo BST99	8 ²³	9 ²³
	Girls' jerseys	Badger 4163/2163	11 ⁸⁹	11 ⁸⁹
	T-ball shirts	Chypo BST99	8 ²³	9 ²³
	Baseball Caps	YCP80 / CP80 Part + company	6 ⁰⁶	N/A
	Visors	Part + company CP45	6 ¹⁶	N/A
Special Events	Short sleeve t-shirts (3-color logo)	Gildan 5000	5 ⁸⁸	7 ²⁸
Program shirts - Adult leagues	Short sleeve t-shirts (2-color logo)	Gildan 5000	5 ⁵⁸	7 ³⁸
Volleyball League Uniforms (2 seasons)	Player jerseys	BADGER 4163/2163	11 ⁸⁹	11 ⁸⁹
Soccer League Uniforms (2 seasons)	Player jerseys	Chypo BST99	8 ²³	9 ²³
	Adidas uniform kits	Part are not buying these anymore N/A	N/A	N/A
Summer Camp	Camper shirts	Gildan 8000	4 ⁹⁵	6 ²⁵
Miscellaneous	Polo/Button Down Shirts	25% - 40% off catalog prices	+ 6 th Embroidery	
Miscellaneous	Light Jackets/Windbreaker	25% - 40% off catalog prices	+ 6 th Embroidery	
BASKETBALL League	Player Jerseys	Chypo BST99	13 ⁴⁴	14 ⁸⁴

**PROPOSAL FORM E - CONTINUED
22-010**

A. Other Information

- Are you the shirt supplier for any other organization(s)? If so, please name the organization(s). Yes, we supply shirts, polo's, bags, uniforms, etc to many of the School Districts in the KC Metro as well as numerous business
- Explain in detail your firm's warranty on its services.
100% satisfaction guarantee. If something is not correct we will fix it.

Company Name Dunn Right LLC

By 
Authorized Person's Signature

John Dunn owner
Print or type name and title of signer

Company Address 100 NE Tudor Road
Suite 111
Lee's Summit MO 64086

Phone 816 944 4111

Fax ~~816 944 4111~~ N/A

Email john@dunnright.com

Date 3/28/22

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared John Dunn, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: John Dunn

Company: Dunn Right LLC

Address: 100 NE Tudor Road Suite 111 Lees Summit mo 64086

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 22-010.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Dunn Right LLC
Company Name
[Signature]
Signature
Name: John Dunn
Title: owner

STATE OF Missouri COUNTY OF Jackson
Subscribed and sworn to before me this 25th day of March, 2022.
Notary Public: Kelsey Renee Edwards
My Commission Expires: 04-4-23 Commission # 19290870

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

KELSEY RENEE EDWARDS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 4, 2023
ID#19290870



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: April 12, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3716 - Award of Contract, Beverage Vending & Supply Services

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.1 - Develop & Implement long-term funding strategies to support operations

FINANCIAL IMPACT

Award To: Pepsi Beverages Company
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: Parks / Administration

PROJECT TIMELINE

Estimated Start Date
May 2022

Estimated End Date
April 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: April 12, 2022
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

[Empty signature box]

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department manages the Beverage Vending and Supply Services Contract for the City. This contract provides vending services for the Parks & Recreation Department concessions operations, special events and the Employee Relations Committee vending machines.

The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. Staff received two proposals. Both proposals qualified as complete bids in the required areas. Using the pricing on a basket of goods to evaluate each bid, Pepsi Beverages Company is found to be the lowest, best, most responsive bid.

This contract is for one year with the option to renew for an addition two - one year terms.

BILL 3716

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A GUARANTEED PRICING CONTRACT WITH PEPSI BEVERAGES COMPANY TO PROVIDE BEVERAGE VENDING AND SUPPLY SERVICES.”

WHEREAS, the staff publicly advertised and bid for beverage vending and supply services at guaranteed pricing, and;

WHEREAS, Staff reviewed the proposals submitted and found that the proposal from Pepsi Beverages Company was the lowest and best of the proposals submitted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed and authorized to enter into a guaranteed pricing contract with Pepsi Beverages Company to provide Beverage Vending and Supply Services.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 25TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III

Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

BEVERAGE VENDING AND SUPPLY SERVICES

Agreement made this _____ day of _____, 2022, between Pepsi Beverages Company, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1775 E. Kansas City Rd., Olathe, KS 66061, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____, 2022 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Contractor agrees to perform all work and provide all materials/supplies as specified in RFP # 22-005 and the Standard Contract Terms and Conditions in Appendix B, and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as

set forth within RFP # 22-005 and the Scope of Services attached as Appendix A, including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND TERM

Contractor agrees to perform beverage vending and supply services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 11, 2022 and ending May 10, 2023. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III GUARANTEED PRICING CONTRACT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for supplies delivered. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right of non payment for services not rendered.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

ARTICLE V
INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions.

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII
TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX
ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X
WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

PEPSI BEVERAGES COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A **FINAL SCOPE OF SERVICES**

It is the intent that this contract be awarded to a single supplier based on all relevant considerations including, but not necessarily limited to, the variety of product available, relevant retail costs of product, commission rate, company ability to perform timely and accurate service, ability to provide product in emergency situations or any other evaluative aspect which may impact this contract. The successful provider's first and major concern shall be service and at the same time have the product priced at an economical level which will maintain a profit.

2.1 Licenses and Permits:

The successful bidder shall secure all licenses imposed by law and ordinances, which shall include a current City of Raymore, MO, Business License. This requirement shall be the responsibility of the Contractor for the duration of the contract. Application for City Business License may be obtained by going to the City of Raymore Website.

2.2 Failure to Deliver:

In case of failure to deliver services in accordance with the Contract terms and conditions, RPR, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RPR may have. RPR shall be entitled to offset such costs against any sums owed by the Contractor to RPR under this Contract. The Contractor will have three opportunities to correct problems/issues before cancellation of the contract.

2.3 Prices

Pricing for beverages shall be consistent with the Contractor's proposal, as amended during contract negotiations. During contract negotiations, RPR and the Contractor will agree on product stocking and pricing. Pricing shall be established to be uniform throughout all Raymore facilities. RPR and the Contractor will review pricing strategies during semi-annual meetings to determine price increases or decreases for any given building or product that would result in a change in the cost of the product to the public consumer.

2.4 Independent Contractor

The relationship of the Contractor to RPR and user groups shall be that of an independent Contractor. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the City.

2.5 Assignment and Subcontracting

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of RPR, nor shall they assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of RPR has been obtained. In case the Contractor is permitted to assign monies due or to become due under the contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

2.6 Right of Owner to Terminate Contract

RPR, upon written notice, may terminate this Contract, or any part thereof, as a result of the Contractor's failure to render to the satisfaction of RPR, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by RPR. RPR shall be the sole determinant in all termination for cause issues. The Contractor shall not be entitled, nor shall RPR give any consideration to claims for this Contract, or any part hereof, by RPR for cause. Such termination may come about for the sole convenience of RPR. Upon receipt of written notification from RPR that this Contract or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated. RPR's evaluation shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice.

2.7 Locations

Contractor shall place vending machines and fountain machines only in those locations designated by RPR. RPR reserves the right to add or subtract from the total number of vending machines and fountain machines in place at any given time and the same criteria shall apply to all machine placements and/or replacements as may apply under this agreement. The term "placements" shall be construed to include multiple units within a single location as well as multiple locations within a single site. Contractor shall not change the physical location of any vending machine or fountain machine in any manner from the specific locations designated and approved without the prior written consent of RPR or their authorized representative.

2.8 Beverage Types

Contractor shall provide product in bottles, cans, bag-in-the-box formats and/or beverage vending. Drinks shall include but are not limited to the following:

- ❖ cola (regular and diet)
- ❖ caffeine free (regular and diet)

- ❖ lemon/lime (regular and diet)
- ❖ root beer (regular and diet)
- ❖ Carbonated/non-cola (regular and diet)
- ❖ Neon (regular and diet)
- ❖ sports drinks
- ❖ Energy Drinks
- ❖ bottled water
- ❖ juice
- ❖ tea
- ❖ fruit punch
- ❖ Milk and hot coffee are excluded from this contract

Drink selection will be a factor in the decision process.

Contractor shall abide by all county, city, state and federal laws, ordinances, rules and regulations, expressly including, but not limited to, operation and maintenance of vending machines. Contractor shall obtain and preserve all applicable state, federal and local licenses and/or permits required for the operation of beverage vending machines.

2.9 Equipment

All equipment shall operate on regular wall voltage -110VAC. All plugs shall be three pronged, properly grounded. Energy efficient units shall be used by the contractor wherever possible. Back-up machines shall be available in the event that one will be out of order longer than 24 hours.

It is not anticipated RPR will need to move any of the machines, however, in the event of an emergency or need; RPR reserves the right to have the Contractor move machines for cleaning or allow any unit to be moved in response to resolution of a problem.

Industry improvements to vending operations that occur during the term of this contract shall be incorporated by the Contractor in subsequent installations. Each beverage vending machine shall have capability to handle the following items/functions:

- a. dispense a variety of items, not limited to a single type item or brand of items;
- b. be properly equipped with a non-resettable counter for recording all sales by each machine;
- c. receive and give coin change for one dollar bills. The Contractor will be entirely responsible for funding change machines and for their proper operations and functions. Contractor must refund any monies lost in vending machines within seven (7) days.
- d. Each machine location must provide information to the RPR where malfunctions, product quality comments and refund requests may be made. This may be accomplished using a local or toll free number.

- e. Complete set-up for all fountain machines.

Upon completion of installations, Contractor shall provide a list of all their equipment and all locations of said equipment, to RPR, and certify that each unit is in proper working order in accordance with original equipment manufacturer's specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

The City of Raymore understands that repairs required due to vandalism affect the quality of service and cost of products sold to customers. In an effort to reduce vandalism, security cameras have been placed at all outdoor venues where vending machines are installed.

2.10 Installation

Machines will be installed at locations listed herein, however, title ownership of each machine shall be retained by the Contractor, who shall be responsible for the equipment at all times and in all respects. RPR shall neither own, rent, nor lease the machines in conjunction with this contract.

Contractor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines.

2.11 Maintenance/Product Delivery

Product delivery will be coordinated with RPR. Contractor must have the ability to deliver product a minimum of once per week. Standard delivery time frames shall be established by contract. On occasion a facility may run out of product requiring an emergency delivery. Emergency deliveries must be made within 2 hours. The contractor will provide one single point of contact for RPR. The single point of contact will be the person called for product and service issues. The contractor will provide all contact information for the contact person including, but is not limited to; cell phone, office phone, pager, email address, and mailing address.

Contractor shall maintain all vending machines and fountain machines in good working order when installed and thereafter to completion of the agreement. RPR shall have no liability to Contractor for maintenance of the equipment or any damage to machines by a third party and Contractor shall not make any claim against, or seek recovery from, RPR or the user groups for any loss or damage to the vending machines or fountain machines.

Contractor must be available to service fountain machines placed via this agreement within an eight-hour time frame Monday - Friday. Contract beverage vending machines shall be repaired within eight hours of a reported malfunction. Any request for service after 3:00 P.M. must be serviced no later than noon of the next work day.

For purposes of this proposal, maintenance shall be construed to include a regular and ongoing cleaning and refreshing the appearance of each machine and the immediate area around the machines in terms of removing wrappers and related debris each time any unit is replenished and/or serviced for maintenance or repair. Continued maintenance, as described herein, will be a primary consideration of the continuation of this agreement, future contract renewals and subsequent awards.

2.12 Removal

RPR reserves the right to require the contractor to replace or remove any machine which may be unacceptable or unsafe and reserves the right to remove any such machine at its discretion in an effort to protect persons and/or RPR property.

All machines must be removed within ten business days of notice to Contractor for completion, termination or cancellation of contract, nonpayment of commissions to RPR, for machine malfunctions not corrected within two days of notification, or at the discretion of RPR, including any and all units and replacements.

Contractor will be required to remove machines within ten (10) business days from the date of notification. If Contractor fails to remove machines within the stated designated time, RPR and user group representatives shall have the option to remove any machine and hold it in storage until claimed by Contractor. In case of removal by the RPR, no officers and/or employees shall be liable for damages to said machines or their contents. If RPR removes the machines, a reasonable storage charge, as determined by RPR, must be paid by the Contractor before the Contractor can reclaim the machines. Beverage machines held in storage by RPR must be reclaimed within six months of storage or be declared abandoned property and may be sold at auction as provided by law.

2.13 Gross Receipts Report

A separate record shall be maintained for each facility served by the Contractor. RPR, may at its option, have a representative accompany Contractor's personnel on their service calls to restock, service, etc. Contractor's machines. Contractor shall make and present gross receipts reports monthly to RPR. A comprehensive report for all facilities shall be presented monthly to the Director of Parks and Recreation. Report shall cover all appropriate receipts for the full month. Each report shall be accompanied by a sworn statement certifying that the amount of gross receipts for each month is true and correct.

RPR shall have the right to make periodic audits and inspections of Contractor's records of gross receipts at any reasonable time without notice.

RPR may require supplementary information as needed to perform and conclude an audit.

2.14 Commissions

Commission payments for beverage vending machines shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts for beverages dispensed from the machines placed at RPR locations. Such gross receipts shall not be discounted to reflect commissions or other payments or overrides to brokers or intermediary agents, either internal or external to the Contractor or any taxes or fees payable to any governmental entity.

Payment with completed reports will be submitted to:

Raymore Parks and Recreation Department
ATTN: Director of Parks and Recreation
100 Municipal Circle
Raymore, MO 64083

2.15 Contract Digression

Contractor shall not assign or transfer this concession, or any right or privilege granted hereunder, without the prior written consent of RPR. If Contractor is adjudged bankrupt, or if a receiver is appointed to or for the Contractor, or if Contractor makes any assignment for the benefit of creditors, RPR may, at its option, terminate this agreement upon giving five business days' notice to Contractor of RPR's intent.

Violation of any terms of this agreement can subject the Contractor to immediate cancellation of this agreement without prior notice of cancellation. RPR may, but is not required to, allow the Contractor to cure the violation.

2.16 Supplemental Information

In addition to the above, Offeror's are advised to include additional information which may enhance and/or clarify their offer and the capabilities of their company in the returned proposal.

2.17 Review Meetings

The Contractor shall designate an agent or representative to monitor and report on the overall program through attendance at regularly scheduled meetings with RPR. This individual shall be the same as noted in 2.11. Said RPR representative shall also be the party to whom all complaints, concerns, or service requests shall be addressed. The Contractor shall notify RPR in writing of any change in the name, title, or contact information of the designated agent or representative.

2.18 Additional Facilities

Additional facilities may be added by RPR.

2.19 Donations

RPR can accept beverage product donations for fundraisers, etc.

2.20 Advertising

Advertising privilege with RPR includes, without limitations, advertising on all equipment dispensing cola and non-cola products within the locations identified in final negotiations. The Contractor may find it advantageous to place additional advertising at each venue. All additional advertising materials must be approved in advance by RPR, and will be at the expense of the Contractor with additional fees paid to RPR.

By giving the Contractor exclusive advertising rights for cola and non-cola drinking products, RPR will not allow advertising of competitive products. However, considering that special promotional events by outside promoters may be under the sponsorship of conflicting products, RPR, in this circumstance, will allow the posting of advertising of a competitive product for the special event.

Appendix B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks Director or their authorized representative. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

This contract is for services provided in a one year period beginning May 11, 2022 and ending May 10, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Parks Director, or designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. Inspection

At the conclusion of each job order, the Bidder shall demonstrate to the Parks Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. Permits

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become an open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. Affidavit of Work Authorization and Documentation

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A

RFP 22-005

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Douglas Payne having authority to act on behalf of (Company name) Pepsi Beverages company do hereby acknowledge that (Company name) Pepsi Beverages Company will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Pepsi Beverages Company

ADDRESS: 1775 E Kansas City Rd

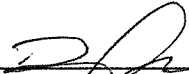
Street

ADDRESS:

____ Olathe _____ KS _____ 66061 _____
____ City _____ State _____ Zip

PHONE: _913-791-3000

E-MAIL: __douglas.payne@pepsico.com

DATE: 2-9-22 _____  FSR _____
(Month-Day-Year) Signature of Officer/Title

DATE: _____ _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- _____ MBE (Minority Owned Enterprise)
- _____ WBE (Women Owned Enterprise)
- _____ Small Business

PROPOSAL FORM B
RFP 22-005

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No ___
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
 10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

1. The Firm possesses all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 22-005

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Overland Park
ADDRESS	8500 Santa Fe Dr Overland Park KS 66212
CONTACT PERSON	Brian Toben
CONTACT EMAIL	Toben.brian@opkansas.org
TELEPHONE NUMBER	913-334-8888
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Lawrence
ADDRESS	1141 Mass St Lawrence, KS 66044
CONTACT PERSON	Tim Laurent
CONTACT EMAIL	Tlaurent@lawrenceks.org
TELEPHONE NUMBER	785-832-3455
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Leawood
ADDRESS	4800 Town Center Dr Leawood,KS 66211
CONTACT PERSON	Kim Curran
CONTACT EMAIL	Kimc@leawood.org
TELEPHONE NUMBER	913-863-9159
PROJECT, AMOUNT AND DATE COMPLETED	

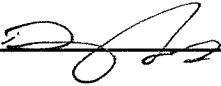
COMPANY NAME	City of Gardner Parks and Rec
ADDRESS	120 E Main Gardner, KS 66030
CONTACT PERSON	Jason Bruce
CONTACT EMAIL	Jbruce@gardnerks.gov
TELEPHONE NUMBER	913-656-0936
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Belton Parks and Rec
ADDRESS	15400 S Mullen Rd Belton, MO 64012
CONTACT PERSON	Shane Dewald
CONTACT EMAIL	Sdewald@beltonparks.org
TELEPHONE NUMBER	816-348-7400
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 132_____.

State the current number of personnel on staff: 291,000_____

PROPOSAL FORM D
RFP 22-005

Proposal of Pepsi Beverages Company, organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Pepsi Beverages Company(*) 

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-005- Beverage Vending and Supply.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 22-005

**Beverage Vending and Supply Services
Price, Commissions & Additional Financial Incentives**

1. Bag-in-Box (price per 5-gallon box, BRIX ratio 5:1)	Price
Description (e.g. Cola, Diet Cola, Non-Cola, Other)	
_____	\$ 91.60 ___/box \$
_____ See Attached Flavor List _____	_____/box \$
_____	_____/box \$
_____	_____/box \$
_____	_____/box \$
_____	_____/box \$
_____	_____/box \$
_____	_____/box

2. 20 Ounce Plastic Bottles (price per 24 count case/concession)	Price
Description (e.g. Cola, Diet Cola, Non-Cola, Other)	
_____	\$ ____/case
_____ See Attached Flavor list _____	\$ ____/ case
_____ Pepsi/non carbs _____	\$ 29.12. / case
_____ Aquafina Water _____	\$ 17.18 / case
_____ Gatorade _____	\$ 23.92 / case
_____	\$ ____/ case
_____	\$ ____/ case
_____	\$ ____/case

3. 20 Ounce Plastic Bottles (price per 24 count case/beverage vending)		
Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Self Fill Price	Full Service Price
_____	\$ _____/case	\$ _____/case
_____ See Attached Flavor List _____	\$ 29.12_/ case	\$ 29.12___/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case

4. 12 Ounce Cans (price per 24 count case/concession)	
Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Price
_____	\$ _____/case
_____ See Attached Flavor List _____	\$ 13.00___/case
_____	\$ _____/case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case

5. 12 Ounce cans (price per 24 count case/beverage vending)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Self Fill Price	Full Service Price
_____	\$ _____/case	\$ _____/case
_____ See Attached Flavor List _____	\$ _13.00_ / case	\$ 13.00_ / case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case

6. Fruit Drinks, Energy Drinks, Tea, Sports Drinks, and other beverages:

Description	Size	Price
_____	_____	\$ _____
_____ Gatorade _____	_____ 20oz _____	\$ _23.92_
_____ Brisk Tea _____	_____ 20oz _____	\$ _29.12_
_____ Fruit Drinks/non carb _____	_____ 20oz. _____	\$ _29.12_
_____ Rockstar _____	_____ 15oz _____	\$ _24.44_
_____	_____	-
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

7. Cups with lids

Description (e.g., paper, wax, etc.)	Size	Case Count	Price
_____ Poly Coated _____	12 oz	__2000__	\$62.40_/case
_____ Poly Coated	21 oz	24oz 1000_	\$81.78_/case
_____ Poly Coated _____	32 oz	__480__	\$72.38_/case

8. Commission on beverage vending (percentage of gross sales)

_____ 40% _____

9. Additional Financial Incentives

Description (money per year for length of contract) Annual Fee
This annual payment will consist of a three year contract. \$__2500.00_/year

10. Other Incentives (non-monetary)

_____ Description _____.

Comments/Amendments to scope of services:

**BID PROPOSAL FORM E – RFP 22-003
CONTINUED**

A. Company Information

- How many workers will be available to respond to the City's calls?

B. Service Information

- Explain in detail your firm's warranty on its services.

- If your firm's service agreement is subject to price increases, please state the basis on which these increases can be made.

**BID PROPOSAL FORM E – RFP 22-005
CONTINUED**

Company Name _____Pepsi Beverages Company_____

By _____
Authorized Person's Signature

Print or type name and title of signer

Company Address _____

__1775 E Kansas City rd_____

__Olathe, KS 66061_____

Phone _913-791-3000_____

Fax ____913-791-3016_____

Email __douglas.payne@pepsico.com_____

Date __February 10 2022_____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared Doug Payne, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Doug Payne

Company: Pepsi Beverages Company

Address: 1775 E Kansas City Rd Olathe,KS 66061

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #22-005.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

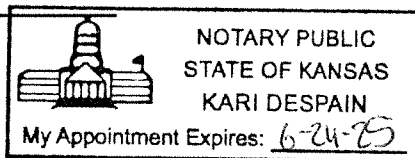
4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Pepsi_Beverages Co. _____
Company Name

Signature

Name: Doug Payne _____

Title: Food service Rep _____



STATE OF Kansas _____ COUNTY OF Johnson

Subscribed and sworn to before me this 9 day of February, 2022.

Notary Public: Kari Despain

My Commission Expires: 6-24-25 Commission # 1185987

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.