

Cedar Rapids Community School District
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

July 2014

PROPOSAL REQUEST – FOOD AND NUTRITION BEVERAGES

The Purchasing Office of the Cedar Rapids Community School District request bids on canned and bottled beverages for sale in the Food and Nutrition Program.

Items are to be delivered to select secondary schools in the Cedar Rapids Community School District and Linn Mar School District.

The Purchasing Office and/or Board of Directors reserve the right to reject any and all bids, or any part thereof, and to waive informalities and to enter into such contract or contracts as shall be deemed in the best interest of the Cedar Rapids Community School District, in the County of Linn, State of Iowa.

Proposal Submission

Proposals are due not later than **2:00 p.m., August 7, 2014**. **Only electronic submissions** will be accepted.

EMAIL: Marked “**PROPOSAL - BEVERAGES**” in the subject line of the message and emailed to: bids@cr.k12.ia.us. **File cannot exceed 10 MB**. Signatures must be on the forms prior to scanning.

Direct all inquiries concerning this bid request to:

Tom Day, Manager of Purchasing

Email to: TDay@cr.k12.ia.us

By 5:00 pm Monday August 4, 2014 CDT

Do not send bid responses to this email.

We are not responsible for items sent but not received due to any factor. It is recommended that the bidder call Purchasing at 319-558-2321 to confirm receipt of bid. No faxed bid responses will be accepted.

Modifications, additions, or changes to the terms and conditions of this Request for Proposal may be cause for rejection of a proposal. Proposers are required to submit all proposals on the School District's official forms. Proposals submitted on company forms will be rejected.

Vendors are liable for all errors or omissions contained in their response. If an error is found by the vendor in its response submitted prior to the deadline of August 7, 2014 at 2:00 p.m., the entire response must be withdrawn and a corrected response submitted before the deadline. Request to withdraw a response must be e-mailed to TDay@cr.k12.ia.us and the corrected response submitted to bids@cr.k12.ia.us. If more than one response per vendor is made for this solicitation, only the most recent submission will be considered valid. Vendors will not be allowed to alter response documents after the deadline for submission. The Districts reserves the right to contact any vendor for clarification of response contents.

The prices shall include all charges of packing and transporting to the individual schools at the addresses listed. Prices quoted will not include Federal Excise Tax or State Sales Tax. The School Districts involved in this RFP are tax-exempt organizations. State Sales and Use Tax Certificate of Exemption forms will be issued upon request.

Any company that desires not to bid at this time and wishes to remain on the School District mailing list, should notify the Manager of Purchasing to that effect. Otherwise, any company not submitting a bid may be removed from the mailing list for types of items listed in this bid.

SPECIFICATIONS FOR CANNED AND BOTTLED BEVERAGES – FOR FOOD AND NUTRITION PROGRAM

I. GENERAL CONDITIONS

A. CONTRACT

1. The contract shall be a fixed price for the 2014-15 school year - beginning August 1, 2014 through July 31, 2015. No assignment of interest in this contract will be permitted.
2. Pricing for this contract is exclusively for use by the Food & Nutrition Departments in the Districts. Pricing does not carry over for other district needs/activities.
3. The Cedar Rapids and Linn-Mar Community School District has an exclusive vending contract for all sites that excludes the food service areas/programs.
4. The District reserves the right to extend the agreement for one (1) or two (2) consecutive one-year periods after the lapse of the agreement for 2014-15.
5. Proposals in response to this request are limited to the following categories as they relate to the **USDA Smart Snacks in Schools Beverage Guidelines**:

Category	Size
Plain or Carbonated Water	Any size
100% Fruit or Vegetable Juice (plain or carbonated) with no added sweeteners	≤12 oz.
100% Fruit or Vegetable Juice, Diluted with Water (plain or carbonated) with no added sweeteners	≤12 oz.
Calorie-Free Beverages, Flavored and/or Carbonated ≤10 calories per 20 oz.	≤20 oz.
Low Calorie Beverages, Flavored and/or Carbonated ≤60 calories per 12 Oz	≤12 oz.

B. SPECIFICS

1. Vendor must bid and serve any/all schools specified by the District. At this time, deliveries shall be made to Jefferson, Kennedy and Washington High Schools, Linn-Mar High School, additional schools may be added.
2. All new products must be **pre-approved** for sale by a representative of the central office of the Food and Nutrition Department.
3. Vendor must provide District with nutrient analysis for all products offered within 10 days of bid award.
4. Vendor must accept return and/or provide full credit for all products not pre-approved for sale.
5. Inventory must be managed cooperatively by the cafeteria manager and the vendor to ensure maximum sales while maintaining reasonable inventory.
6. Full credit will be given for outdated product(s).
7. A legible **numbered** delivery receipt, to be signed by the cafeteria manager at the time of delivery, must accompany each delivery.
8. Price quotes shall include delivery and all related equipment and services. Equipment and service needs may vary between participating schools.
9. Sites will require deliveries approximately nine (9) months per year from first day of school through last day of school.
10. Vendor supplied merchandising equipment may remain on school premises during all breaks unless specifically requested to pick up.
11. All products remaining at the schools after the last meal service of the year, will be picked up by the vendor and credit issued.
12. Upon award, Sales Representative and District Representative will devise order/delivery schedule based on volume for each site awarded.

C. OTHER

1. Cedar Rapids Community School District reserves the right to:
 - a. Refuse a bid if the School District doubts the ability of the vendor to provide all of the services as stated in this specification.

- b. Determine which products will be sold and the sale price
 - c. Bar from its premises any employee of the vendor for any cause that the District deems reasonable.
2. Successful bidder must provide cooler(s) for their product that meet the needs of each site at no additional cost.
 - Current use: 10-12 Large Upright Display Coolers
 - 8-10 Portable Refrigerated Barrel Coolers
 3. Bids must be submitted on the attached form, **Attachment A**.
 4. Advertisement and hardware on display equipment must depict healthy options such as water or juice products. Delivery vehicle shall not have advertisement for alcoholic beverages.
 5. In the event the awarded vendor's contract is not renewed for the following year, the vendor shall remove all company equipment no earlier than the last day of the contract and within 20 working days of the end of the contract. The vendor shall be responsible for all repairs associated with moving equipment. The vendor shall be responsible for all repairs and maintenance of display units & coolers.
 6. The awarded vendor will supply a Certificate of Insurance with the districts named as additional insured.
 7. Vendor shall provide employees whose profiles and background checks are in agreement at all times with the "Acknowledgment and Certification" document that the company has signed. See Standard Rules for Contractors at the end of this document. (Attachment B)
 8. If the negotiated contract exceeds \$25,000, contractor certifies that neither the contractor nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. (Attachment C)

Return with Response

Cedar Rapids Community School District
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

July 2014

The undersigned proposes to furnish their Beverage offerings for designated schools operated by the Cedar Rapids Community School District and Linn Mar School District for the 2014-15 school year beginning August 1, 2014 through July 31, 2015 according to the bid conditions specified.

Attached to this signature page are the following items:

- Schedule A - listing the product specifications submitted for consideration.
- Brochure/information on company provided coolers.
- Attachment B – Acknowledgement and Certification for contractors/subcontractors.
- Attachment C - Debarment Certification Statement

Bids are due 2:00 p.m. on August 7, 2014

Failure to provide the requested information with the bid may disqualify the bid.

Company: _____ **By:** _____
signature

Address: _____ **Title:** _____

_____ **Date:** _____

Phone Number: _____ **Email:** _____

FAX Number: _____

INSTRUCTIONS FOR COMPLETING BEVERAGE PRODUCT LIST

Please indicate your company name in upper left hand corner.

Column 1 – **Item Number – protected cells, used as reference**

Column 2 – **Manufacturer Product Code**

Column 3 – **Product Description**

Be as specific as possible – i.e., type of container, cap, % juice, etc.

Column 4 – **Brand**

Column 5 – **Flavor**

Column 6 – **Size**

Enter # of ounces per unit.

Column 7 – **Units per Case**

Column 8 – **Case Price**

All prices are to include delivery.

Column 9 – **Allowance for School Year 2014-15**

Enter \$ allowance per case give to the District.

Column 10 – **Net Case Cost – protected cells, formula will calculate**

Case Price – Allowance = Net Case Cost

STANDARD RULES FOR CONTRACTORS
WORKING FOR CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

These rules shall apply to all contractors. A contractor shall be defined as companies or persons (not employees of the Cedar Rapids Community School District) doing work on any property owned by the Cedar Rapids Community School District. These rules are not all inclusive.

PROTECTION OF THE BUILDINGS AND MATERIALS

The Contractor shall protect all parts of the project and site affected by construction operations and is to arrange his work so that the Owner is not needlessly inconvenienced. Contractor is to repair all damages caused by his work, keep premises clean and upon completion remove all rubbish and surplus material and leave the site clean and in good repair so far as his work is concerned.

NOISE AND DISRUPTION OF CLASSES

At no time shall any Contractor disrupt classes by either noise or by entering rooms where class is in session, unless permission has been granted by the school principal.

OWNERS RIGHTS TO MATERIALS

The Owner reserves the right to retain ownership to any materials or equipment that are part of the existing facility. If materials or equipment are to be removed from the site, Contractor shall detach such items and before removing items from site, obtain permission from the Manager of Buildings and Grounds or his designee to do so. All items not retained by Owner shall be removed in a proper manner by the Contractor.

EQUAL OPPORTUNITY POLICY

Because it is the desire of the Cedar Rapids Community School District to encourage equal employment policies, all Contractors, including suppliers supplying goods or services to the School District, are expected to comply with the spirit of equal opportunity employment, as well as with the letter of all applicable statutes and regulations. Compliance shall require Contractors not to discriminate and, in addition, to take reasonable affirmative action to insure that members of minority groups are effectively accorded equal employment opportunities.

ASBESTOS

All buildings in the School District contain asbestos.

It is the contractors responsibility to become familiar with the locations of asbestos in any building that he/she is working on and be responsible for any disturbance of the asbestos that he/she intentionally or accidentally causes.

It is also the responsibility of the contractor to utilize the AHERA Management Plan which is located in the main office of each building and inform his/her employees/subcontractors of the locations where asbestos materials have been identified. The AHERA Management Plan is not to leave the buildings. If the contractor desires a copy of the information showing the asbestos locations, he/she may request it from the Manager of Buildings and Grounds and will be charged the cost of reproduction.

Contractors shall not remove or disturb any asbestos unless licensed to do so by the State of Iowa. If asbestos must be removed to carry out the work, contact the Manager of Buildings and Grounds who will contract for its removal in a proper manner.

At no time shall any product be sold to the Cedar Rapids Community School District that contains asbestos.

HAZARDOUS SUBSTANCES

The contractor shall submit to the Construction Projects Supervisor before construction begins, two copies of material safety data sheets of hazardous substances to be stored on the Owner's premises or incorporated in the performance of this contract. The Contractor shall also keep material safety data sheets posted at the work site for all substances while these substances are on the Owner's premises, hazardous substances shall be any substance which is covered by Iowa law (Right to Know Rules).

It is the Contractor's responsibility to obtain copies of the material safety data sheets and the Hazardous Communication Program which lists and describes hazardous substances stored on the school's premises, and inform their employees of the potential exposure. This information is available in the administrative office of each building. Further details may be obtained from the Manager of Buildings and Grounds or the Construction Projects Supervisor.

INSURANCE

All Contractors shall supply a certificate of insurance with the minimum coverage shown as follows, with the District named as an additional insured which includes Completed Operations.

No construction work shall be started under this contract until the insurance requirements have been satisfied.

Workers' Compensation shall be carried by the contractor in accordance with the Iowa Workers' Compensations statutes.

Commercial General Liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

The Comprehensive General Liability insurance shall include coverage for underground, explosion and collapse hazards.

Commercial Automobile Liability coverage, including hired and non-owned liability, with Bodily Injury limits of \$500,000 each person and \$1,000,000 aggregate and Property Damage limits of \$250,000 each occurrence, or a combined single limit of \$1,000,000.

Excess or Umbrella Liability coverage shall be provided with a limit of \$1,000,000 each occurrence and \$1,000,000 aggregate.

The contractor shall name the Cedar Rapids Community School District and their agents and employees as an Additional Insured on all policies listed above for the contract involved and a certificate, or a policy if requested, should be filed with the School District evidencing this coverage. Iowa Governmental Immunities endorsement is to be included pursuant to Iowa Code 670.

All certificates and/or policies of insurance furnished by the contractor are to be filed with the Owner and shall include the name and address of the agency issuing the same. All certificates and/or policies shall be signed..

The Owner shall purchase property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall exclude the contractor's and subcontractor's equipment, tools, and machinery that are not incorporated into the work. The Property Insurance shall be written under a "Special Cause of Loss Form" to include perils of fire, lightning, windstorm, vandalism, and theft, as well as other perils normally covered by standard Insurance Service Office Special Cause of Loss Form.

The contractor shall provide insurance coverage for portions of the work stored off the site, and also for the portions of work in transit.

CONTRACTOR REGISTRATION

All contractors and their subcontractors shall be registered with the labor commissioner as per chapter 91C of the Iowa Code.

SMOKING

Smoking is not allowed on the Owner's premises. The word "premises" for purposes of this section shall include inside personal or Company trucks or automobiles parked on school property.

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this section). No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

It shall be responsibility of the Contractor to provide the Acknowledgment and Certification letter to all sub-contractors. An initial list of sub-contractors shall be provided to the Architect with the signed contract. Updates to the sub-contractor list shall be provided to the Architect within three (3) days after any additional sub-contractors are contracted by the Contractor.

Rev. 1/15/10

Return your completed copy of this page with all pertinent information entered.

Attachment B

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]
the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____
[name of contractor/sub-contractor]
By: _____
Printed Name: _____
Title: _____

If a current “Acknowledgement and Certification” document has been entered in the District Business Services Office within this current year, and no changes have been made, another copy is not needed. Call 319-558-1084 for verification.

Please return your completed copy of this page with all pertinent information entered.

Attachment C

ACKNOWLEDGMENT AND CERTIFICATION

**DEBARMENT CERTIFICATION STATEMENT
Cedar Rapids Community School District
Food and Nutrition Department**

These rules shall apply to all companies submitting a response to the Cedar Rapids Community School District request.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds for \$25,000 or more, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Website: <https://www.epls.gov/epls/search.do>

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____
("Company")

By: _____
Signature

Printed Name: _____

Title: _____