

THE DAVENPORT COMMUNITY SCHOOL DISTRICT
1606 BRADY STREET
DAVENPORT IOWA 52803

REQUEST FOR BID

The Davenport Community School District of Scott and Muscatine Counties, State of Iowa, will be accepting written sealed bids for Beverages other than Milk.

The bid document can be found on the District Web Site at www.davenportschools.org/vendors.asp or call 563-386-4780 for assistance.

Applicable provisions in the Iowa Code and Board Policies will govern all information received.

Dated At Davenport IA on May 18, 2009

Published: May 22, 2009
 May 29, 2009

**DAVENPORT COMMUNITY SCHOOL DISTRICT
1606 BRADY STREET
DAVENPORT IOWA 52803
REQUEST FOR BID**

Bid Number 600

The Davenport Community School District invites sealed bids for Beverage Products other than Milk. According with the provisions, specifications, general instructions, invitation for bid and conditions of purchase. Bids will be received by the Food and Nutrition Service Department, 1008 W. Kimberly Road, Davenport Iowa, 52806. Bids must arrive no later than 10:00 a.m. local time June 5, 2009 at which time they will be opened and read aloud. Bids must be submitted in a sealed envelope clearly marked Beverage Products other than Milk. Fax bids will not be accepted. Late bids will be returned unopened.

PROPOSED TIMELINE

May 22, 2009	RFB Issued
June 5, 2009	Bid Received
June 22, 2006	Award

INTENT:

It is the intent of this Invitation for Bid to establish a firm fixed price contract with a vendor to provide beverage products.

SCOPE:

Furnish all products to comply with the specifications. Beverage coolers will be provided by the successful bidder, respective of the products being provided. See Specifications.

TERMS:

The term of this contract will be from August 1, 2009 through June 30, 2010 thereafter, the District shall have two (2) options to renew. The full term of this contract, including all extensions shall not exceed three (3) years.

BIDDER QUALIFICATIONS:

Before the award of contract, any bidder considered may be required to show that they have the necessary experience, facilities, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated.

F.O.B.

All prices herein shall be on a F.O.B. destination basis, Davenport Community Schools. All prices must include delivery to the designated locations within the Davenport Community School. Do not include sales tax, state or federal tax in your prices. Exemption certificates will be furnished upon request.

RIGHTS OF THE SCHOOL DISTRICT: Rejection of bids:

The School District reserves the right without penalty to accept or reject any part of any bid, and to accept or reject any or all bids if it is in the best interest of the School District. No contract will be awarded except to responsible bidders capable of performing the contract as stated in writing in this document.

All bids submitted for evaluation become the property of the School District. Bidders shall be informed in writing of the District's award.

Any bid shall be rejected outright and not evaluated for any one of the following reasons.

Failure to deliver the bid by the prescribed time on the due date.

Failure to include the required response form (s) signed by an officer of the company submitting the bid.

Failure to include any documents called for in the specifications.

Failure to follow the bid form instruction as specified herein.

BOARD POLICY 103 COMPLAINTS AGAINST CONTRACTED SERVICE PROVIDERS:

All contractors/subcontractors/vendors will be held liable for any and all alleged aggrieved complaints made against their employees. All correspondence between the contractors/subcontractors/vendors and the District will be in writing. To ignore this policy could result in you being asked to leave the District premises and your removal from our approved bidders list.

TERMINATION:

The District may terminate the contract resulting from this request at any time that a vendor fails to carry out its provisions.

The District shall provide the vendor in writing, with a seventy- two- hour notice of conditions endangering performance. If after the notice, the contractor fails to remedy the conditions contained in the notice in a timely manner, the District shall terminate the contract.

The District shall be obligated only for those services rendered and accepted before the date of notice of termination, less any damages that may be assessed for non-performance. Upon receipt and acceptance of not less than a thirty day written notice, the contract may be terminated on an agreed date before the end of the contract period without penalty to either party.

Notwithstanding any other provisions of the contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State or the District to appropriate funds or through discontinuance of material alteration of the program for which funds were provided, the District shall have the right to terminate this contract without penalty by giving not less than thirty days written notice documenting the lack of funds.

PRICE:

The price will remain a firm/fixed contract unless the School District makes changes in writing, by altering, adding to or deducting from the scope. The contract sum will then be adjusted according.

The District makes no guarantee as to the quantities that will be purchased during the life of the contract. It only agrees that it will buy its requirements for each specific product from the successful vendor.

AWARD:

No bid may be withdrawn for a period of fifteen (15) days after the opening thereof. By virtue of statutory requirements of the State of Iowa (section 1171-b1) a preference will be given to products grown or produced within the State of Iowa and that a preference will be given to Iowa labor and or targeted small Business

A contract shall be awarded by the Board of Directors at it's meeting of June 22, 2009 at the Administration Service Center, 1606 Brady Street, Davenport Iowa, 52803. It is the intent of the District to award a contract to the lowest responsible responsive bidder, taking into consideration the quality, delivery, ability, past work history and any other factors the District determines to be relevant.

ACCEPTABILITY:

Product acceptability will be at the sole discretion of the School District. Any product delivered under this contract which does not meet specifications, or otherwise found to be defective will be returned at vendor's expense for replacement.

INSURANCE CLAUSE:

Insurance coverage shall cover the following:

1. Claims under workers compensation benefits and other similar employee benefits act or claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
2. Claims for damages or liability because of bodily injury, sickness or disease, or death of any person other than employees.
3. Claims for damages for personal injury, which are sustained by any person, directly or indirectly (1) related to the employment of such person by the contractor, or (2) by any other person.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from other than to the work itself.
5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle

The successful vendor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the vendors operations under the Contract, whether such operations be by himself/herself or by any or by anyone directly or indirectly employed by any of them, or by any one for whose acts any of them may be liable.

TYPE OF COVERAGE:

- | | | |
|----|--|------------------|
| 1. | Commercial General Liability | |
| | General Aggregate | 2,000,000. |
| | Products/Complete Operations Aggregate | 2,000,000. |
| | Personal/Advertising Injury | 1,000,000. |
| | Each Occurrence | 1,000,000. |
| 2. | Business Automobile Liability | |
| | Each Person | 1,000,000. |
| | Each Accident | 1,000,000. |
| 3. | Employers Liability | Statutory Amount |
| 4. | Umbrella policies are acceptable to reach these limits of liability. | |

Certificates of Insurance shall be furnished to the District and such certificates shall provide 30 days prior notice by registered mail of any material change in, or cancellation of, this insurance.

PAYMENT TERMS:

Monthly statements for individual buildings must be submitted on or before the fifth (5th) of each month. The vendor will provide the District with a usage report, by total District. Summarizing the products used by category (within three weeks) after each semester ends and addressed to the Food & Nutrition Services Department, 1008 W. Kimberly Road, Davenport Iowa 52806.

The School District will make payments after acceptance of delivery and in accordance with the terms of the contract.

All invoices received for payment must be approved by the Board of Directors of the Davenport Community School District at their regularly scheduled meetings.

DELIVERY FAILURES:

Failure of a vendor to provide commodities and/or services within the time specified shall constitute delivery failure. When such failure occurs the District reserves the right to cancel or adjust the contract whichever is in the best interest of the District. In either event the District may purchase in the open market commodities and/or services of comparable worth to replace the articles or services rejected or not delivered. On all such purchases the vendor shall reimburse the District within a reasonable time specified by the District for any expenses incurred in excess of the contract price.

ADDENDUM:

Addendum: any substantive interpretation, correction or change of the bid documents shall be made by addendum to bidders of record. Interpretation, corrections or changes of the bid documents made in any other manner shall not be binding, and bidders shall not rely upon such interpretations, corrections or changes. All addendums shall be issued in writing within a reasonable time prior to the bid date. The Davenport Community School District shall not be legally bound by an addendum that is not returned in writing.

CORRECTIONS OF ERRORS ON BID FORMS:

All prices and notations should be in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or the use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

CHANGE ORDER:

The vendor shall not supply product or perform any work other than as specified without first receiving a written change order from the School District. The change order will amend the contract. If the vendor fails to obtain a written change order the vendor has proceeded at his/her own expense.

GRATUITIES:

Chapter 722 of the code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person service in a public capacity including a school district employee with the intent to influence that employee's act, opinion, judgment or exercise of discretion with respect to the employee's duties.

SANITATION:

It is expected that the bidder's facilities and operating practices be in continuous compliance with the U.S. Food & Drug, Cosmetic Act and State and local laws and regulations. Per Federal law, school districts participating in federal child nutrition programs practice the HACCP (Hazard Analysis Critical Control Point) system of food safety. It is expected that the successful bidder also have an approved HACCP plan in place with verification and validation activities documented. The bidder will provide a letter and/or statement documenting that they have an active HACCP plan.

CRIMINAL BACKGROUND CHECK/SEX OFFENDER REGISTRY:

The Contractor shall be responsible for conducting a criminal background check and the Iowa and Illinois Sex Offender Registry as to all delivery personal on District property or in District buildings. This includes all employees of the Contractor or any sub-contractor, all Independent Contractors, Casual Laborers, Workers obtained through Union Halls or Hiring Halls, and all other individuals present on District property at any time during the performance of the Contract. No person shall be permitted to work on District property who has been convicted of a felony or who is on the Sex Offender Registry for any State. The Contractor must have records available for the District to inspect upon request to verify that background/sex offender checks have been performed on all persons working on District property. The District reserves the right to order the Contractor to remove any person from the District's work who the District determines to be a threat to safety of students, District employees, other workers, parents, visitors, or otherwise. All workers must follow District regulations and rules as to building access and security.

GENERAL CONDITIONS:

The Davenport School District is an Equal Opportunity employer and pursues Affirmation Act Policies: therefore we require that every successful bidder be non-discriminatory in their hiring practices.

The successful bidder will follow the District energy conservation and environmental safety guidelines. In addition, by Iowa code, Davenport Community School's buildings and school grounds are non-smoking facilities.

Bidder certifies that he or she has read, understands, and will fully and faithfully comply with the invitation for bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without collusion with any other bidder or potential bidders.

Contract Document will consist of the bid notice as advertised, the invitation for bids, detailed specifications, the signed and accepted bid form, the signed and accepted contract.

GENERAL INFORMATION:

Direct all inquiries concerning this bid request to: Scott Martin, Director of Operations between the hours of 8 AM – 4:30 PM. 563-386-3351

SPECIFIC CONDITIONS

All proposals are to be completed on the enclosed forms and only proposals submitted on this form will be considered.

Each vendor is expected to be familiar with the specifications and be capable of fulfilling the terms of the request by the Davenport Community School District.

Price per case will be included as well as unit price and size of container.

The successful vendor is required to provide delivery in time for lunch and rotate product.

SAMPLES:

A sample of each type of product and container must be submitted with the proposal. Please submit only ONE sample of each product or size container, but note in writing the flavors available for each item.

OTHER:

If available, vendor should include documentation of market share of brands proposed and any marketing materials or merchandising.

PRODUCT VARIETY:

Brand name of the item proposed is expected to remain constant for the duration of the contract. SEE CLAUSE ON CHANGE ORDER.

Substitutions of products must be only temporary and receive prior approval of Supervisor of Food and Nutrition or designee. The varieties of products are listed on the proposal form. Space is provided for other items the vendor may stock. The District uses several types of products in appropriate packages/containers. The successful vendor must be able to provide an acceptable variety of products: *water, flavored water, fruit juice drinks, 100% juice, sport drinks, etc.* All beverages will be evaluated. Carbonated beverage will not be served to students, but may be used in adult catered events. A product becomes unavailable for any reason, the district reserves the right to obtain that product category from another source but prefers vendor to provide alternative (s). Water: please note if "spring" water, or purified. Samples and prices must be submitted by bid due date/time. The Supervisor of Food and Nutrition Services must first approve any new products that the vendor adds. A sample and price will be submitted and approved. Because of federal and local Wellness Policies, product variety and container/portion variety may be limited. Consequently, the District reserves the right to purchase up to approximately 35% of its product from the contracted food distributor. The products may be displayed in vendor's cooler. If the buyer elects to purchase 100% of product exclusively from beverage supplier, please note any discount on bid pricing.

Student preference of flavors and brands and packaging may be a consideration in the award of the contract.

QUANTITIES:

Quantities of estimated usage per month per school year are attached.

NUTRITION:

All products must be fresh not frozen and must meet all city, state, and federal regulations. Due to Federal and local Wellness Policy requirements there will be limitations in sugar content and portion size of beverages and containers as noted: Sugar – no more than 15 gm. /full container. Containers shall be a minimum of 6 oz. and no more than 16.9 oz. Soda may exceed 15 gm. sugar but only served to adults. If more than one size or container of a product is available, please submit bid pricing on more than one size and include it in submitted samples. If the sample does not have nutrition label outlining the nutrients quantities/bottle or can, then bidder must provide one.

CONTAINERS:

Product containers must be clean cans, plastic bottles, aseptic boxes, or pouches in an appropriate size (6-16.9oz.).

Containers to be adequately sealed and structured to prevent leakage.

Leaky cartons/containers will be returned for credit.

Lids must be pop-top, screw top or sport cap. Any new types of containers or openings must be submitted for approval prior to submitting your proposal, call for appointment.

Glass bottles will not be accepted.

RECYCLING:

The successful vendor is required to provide sturdy, clean, dry plastic collection boxes/barrels and liners for recyclable beverage containers. Recycling bins/containers will be clearly marked and kept clean via liners or other acceptable method (free of odors, bugs, stickiness or visible filth.)

Containers will be covered, with opening for bottles, cans etc, to be directed into. Bidder will collect and empty containers of cans and bottles at least twice per week and they should not be left over a weekend during warm weather or during a school break of four days or more. Removal is expected also after each holiday break begins and after the last day of school which will be determined.

COOLERS:

Successful bidders will be required to furnish at no additional cost to the District an appropriate number of refrigerated reach-in coolers with glass doors for their product (s). See page 4 for the coolers required. Coolers will be an appropriate size, lockable, and mobile. These must be maintained in good operating condition by the successful vendor. Coolers must be in schools and operable by August 1, 2009. They must be clean inside and out. Coolers must contain shelves/racks that are slant channeled, allow air circulation and are removable for cleaning. Gravity fed racks are preferred.

Coolers will be colorful and provide appropriate merchandising- such as logos, lights, etc. Only products that are provided by the vendor to the school under this contract may be advertised on the coolers.

The District Food and Nutrition Services uses “vending-misers” that allow the refrigeration unit to cycle off more frequently and for longer time periods during non-use. The District Food and Nutrition Services will provide these for the number of coolers noted. It will be the bidder’s responsibility to install them before school starts August 1, 2009 per District specifications. Bidder will provide and install any additional vending-misers for future coolers. When the contract ends the bidder will remove the District’s vending-misers and leave them with the school.

The District reserves the right to place in the cooler a small amount of refrigerated products (such as yogurt) for display and sale.

ORDERS AND DELIVERIES:

Food Service managers will place orders, either by phone, e-mail, or personally to the delivery person. A mutually agreed upon order and delivery system will be planned by August 1, 2009. Continued inability to deliver specified products shall be cause for termination of this contract.

Deliveries shall be made in a clean truck without advertisement for alcoholic beverages.

The Delivery personnel should appear clean and neat.

Deliveries are to be made at least twice per week or as needed to four high schools and six intermediate schools. District deliveries are to be made during regular school hours 6 AM – 2:30 PM. Successful vendor will also serve any/all schools specified by the District. The School District will give a twenty- four hour notice of any changes made in the schedule.

Products are to be placed in the coolers by the delivery person. Vendor will provide sufficient back up stock. Vendor will properly rotate stock, taking back any out-dated or damaged products, with credit or equal value exchange for that product. Products will be arranged in the coolers in a way that best serves each building. Any product remaining at the end of the school year will be returned and credited to the district.

A legible delivery receipt, to be signed at the time of delivery by the Food Service manager and driver, must accompany each delivery.

A billing statement is to be provided monthly for each school. It is expected to reflect accurate bid pricing and be reconcilable to the delivery receipts.

District deliveries are to be made during regular school hour's 6:00 a.m. -2:30 p.m. Monday through Friday except holidays, unless other acceptable arrangements are made with the Food Service manager.

BEVERAGE COOLERS REQUIRED		
Central		0
North		1 upright, sliding door
West		0
Alt. H.S./KCAE		1 upright reach-in, glass front, hinged door
Smart		1 upright reach-in, glass front, double sliding door
Sudlow		2 upright reach-in, glass front, double sliding door
Young		1 upright reach-in, glass front, double sliding door
Walcott		1 upright reach-in, glass front, hinged door
Wood		1 upright, double-sided slider
Williams		2 upright reach-in, glass front, double sliding door

Please complete all the information below. Under "size/container" list the product portion in ounces and the type of container (can, plastic, etc.) If vendor cannot provide a product, note as such. The Davenport Community School District has the right to reject or accept all or any portions of the Bid, deemed in the best interest of the District.

PRODUCT	APPROXIMATE MONTHLY CASE USEAGE	BRAND	SIZE/ CONTAINER	UNIT PRICE	CASE PRICE	CASE X USAGE TOTAL/MONTH
Water "Spring" or Purified	116					
Flavored Water	25 (anticipated)					
100% Juice Can/Bottle	41					
Sports Drink	231					
Tea	20					
Soft Drink (Reg & Diet)	35 (varies by month)					

Authorized Signature _____

Date _____

Vendor Name _____