

**FORM OF PROPOSAL**

**Des Moines Public Schools**  
**Division of Purchasing**  
**1915 Prospect Road Suite 1200**  
**Des Moines, IA 50310**  
**Phone (515)242-7751**  
**Fax (515)242-7550**

'16 MAY 2 AM 8:34

**No: Q7045-46 Renewal**

RENEWALS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, THE DATE AND TIME REQUESTED, FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT AND/OR SERVICE F.O.B. DESTINATION **Mark Mattiussi, Purchasing Agent**

Item #	Quantity	UOM	Description	Unit Price	Extended Amount
			<b>East High School Concession – Second Renewal</b>		
			<b>2016-2017</b>		
			<i>Please see the embedded workbook below</i>		



Q7045 EHS  
Concession Renewa



Special Conditions  
for East High Conce

PRICES ARE ON A COST+9% BID  
WILL INCREASE/DECREASE WITH  
MANUFACTURER COSTS.

**Contract Period**

This contract is for the period July 1, 2016 through June 30, 2017. The renewal option may not be exercised if it is not in the District's best interest

The undersigned bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. Further, it is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 [Isaiah.mcgee@dmschools.org](mailto:Isaiah.mcgee@dmschools.org) Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. Also the District plans to pay Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Seller accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification requirements as detailed below. Delivery shall be made between the hours of 8:00 a.m. and 3:30 p.m. at 1915 Prospect Road Des Moines, IA. 50310.

Company Name FARNER-BOCKEN Co. Representative Name JON PETERSEN  
 Representative Signature [Signature] Representative Title SALES REPRESENTATIVE  
 Street Address 1751 Hwy 30 EAST City/State/Zip CARROLL, IA 51401  
 Email JON.PETERSEN@FARNER-BOCKEN.com Phone (712) 792-3503 Fax (712) 792-3503  
 Date 4/21/2016

SUBJECT TO THE TERMS AND CONDITIONS @ <http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf>. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.

45 Renewal	East High School Concession/Outlets = Candy/Chips	Brand	Size/Pack	Quantity	Cost 2015/16	Cost 2016/17	Notes
		Nestle	36 cartons	2	23.74	23.74	
		Just Born	24 cartons	8	16.00	16.00	
		Hershey	36 cartons	8	24.00	24.00	
		M&M Mars	48 cartons	6	32.00	32.00	
		M&M Mars	48 cartons	6	24.00	24.00	
		Hershey	36 cartons	8	24.00	24.00	
		Wrigley	24 cartons	42	15.74	15.74	
		Wrigley	36 cartons	26	23.64	23.64	
		Wrigley	36 cartons	26	23.64	23.64	
		Hershey	36 cartons	10	12.80	12.80	
		M&M Mars	36 cartons	5	24.00	24.00	
		M&M Mars	48 cartons	16	32.00	32.00	
		M&M Mars	36 cartons	14	24.00	24.00	
		Con Agra	12 packs	18	4.70	4.70	
		Pactive	4/125 carton	2	32.45	32.45	
		Pactive	4/125 carton	3	11	11	
		Dart	1000 carton	5	23.25	23.25	
		Brown	12/500 carton	1	92.75	92.75	
		Snappy	1000 carton	2	41.05	41.05	
		Solo	10/50 carton	14	71.90	71.90	
		DSFG	4/1 gallon	1	23.95	23.95	
		DSFG	1/5 gallon	1	23.95	23.95	
		DSFG	4/1 gallon	1	28.25	28.25	
		Screiber	4/1 gallon	4	24.85	24.85	
		Gehls	36/3 oz	44	21.90	21.90	
		Snappy	24/10.6 oz	64	32.05	32.05	
		Frito Lay	64/1.75 oz	46	35.55	35.55	
		Nestle	12/1.75 lb	1	74.80	74.80	
		Formost Farm	4/5 lb	1	39.94	39.94	
		Gehls	4/140 oz	30	45.70	45.70	
		Rochester	1/15 lb	14	45.90	45.90	
		Jville	1/10 lb	10	32.91	32.91	
		Lakeview	100/1 oz	24	13.90	13.90	
		Vintage	15 per carton	1	22.85	22.85	
		Shredded					
		Cheddar Cheese					
		1/20					
		kinless					
		5, 1 oz					
		15					



**PUBLIC SCHOOLS**  
**Acknowledgment & Certification**

Farner-Bocken ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that 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 District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at 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 certifies and 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.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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 not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.