



Des Moines Independent Community School District
Division of Purchasing
1915 Prospect Road
Suite 1200
Des Moines, Iowa 50310
Phone (515)242-7751
Fax (515)242-7550

February 1, 2016

Reinhart Food Service
4100 44th Avenue SW
Cedar Rapids, IA 52404
Attn: Lisa Pinckney

Re: B6739 Beverages for Central Nutrition Center - Third Extension

Ms. Pinckney:

The Des Moines Public Schools is seeking to exercise its renewal option for the above mentioned bid. This will be the third extension of this option, with the contract period beginning July 1, 2016 and ending on June 30, 2017. Enclosed is a copy of the District's Form of Proposal, detailing the items which were on this bid, as well as the, general terms and conditions associated with this bid.

We ask all suppliers to review their pricing structures prior to submitting renewal proposals. The District will again consider any program that may reduce its costs through process improvement, ordering methodology, patterns, etc. Conversely, any planned increase may require the District to employ its option to place the product category out for bid solicitation.

The District appreciates your past service. We look forward to continuing our business relationship with you in the months and years to come. Please complete and sign the attached document, and return the signed Proposal for 2016-2017 no later than February 26, 2016 to:

Des Moines Public Schools – Purchasing Department
1200 Prospect Road Suite 1200
Des Moines, IA. 50310

Sincerely

Purchasing Agent
Des Moines Public Schools

Non – Discrimination Policy:

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 Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C

Debarment Policy:

The District is prohibited from entering into a contract where an organization or, 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.

Payment Policy:

The District plans to pay Awardee (s) using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Contractors accept one of these forms of payment

Acknowledgement & Certification:

Awardee(s) must agree to complete and sign the Acknowledgement & Certification regarding their staff's ability to be in contact with the student population.



FORM OF PROPOSAL

Des Moines Public Schools
Division of Purchasing
1421 Walker Street
Unit B
Des Moines, IA 50316
Phone (515)242-7751
Fax (515)242-7550

No: B6739
Date Issued: 4/15/13
Date Due: 5/03/13
Time: 3:00 p.m.

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

BEVERAGE ITEMS – JUICE, WATER & SPORTS DRINKS

In accordance with the attached Form of Proposal, Special & General Conditions.

See "Request for Bid Form" accompanying this Form of Proposal for specific items and anticipated usage

THIRD EXTENSION

Period of Contract

This contract is for the period July 1, 2016 through June 30, 2017. The District reserves the option to renew the contract with the successful bidder for up to four additional years. The amount of the contract for the second through the fifth year shall be negotiated at the close of each preceding year. 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 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 Contractors 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:

Company Name: Reynard Food Service Street Address: 4100 44th Ave SW
Representative Name: [Signature] City: Cedar Rapids State: IA Zip: 52404
Representative Title: Division President Phone: 1-800-332-8170 Fax: 319-396-8417

SUBJECT TO THE TERMS AND CONDITIONS @ <http://www.dmschools.org/wp-content/uploads/2014/11/General-Terms-n-Conditions-New.pdf> THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.



Acknowledgment & Certification

Reinhardt ("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.

**SPECIAL CONDITIONS
FOR
SPECIALTY BEVERAGE ITEMS B6739 – Third Extension**

CONTRACT PERIOD

Bid to be effective for 2016-2017 school year for deliveries beginning July 1, 2016 through June 30, 2017. The District reserves the option to renew the contract for four (4) additional years after the original contract period. The amount of the contract for the second through fifth years will be negotiated at the close of each preceding year.

GENERAL

Bids will be evaluated on the basis of price, specifications, and qualitative characteristics of product including: color, appearance, taste, texture, size/shape, uniformity, consistency and so forth. In accordance with Commodity distribution Reform Act and WIC amendments of 1987 (H.R. 1340 section 3 (h) (1), preference will be given to vendors that supply food products that are produced in the United States. When a brand is given, it is intended to indicate the quality and grade desired. Bidder must indicate on Form of Proposal the pack size and the brand bid and code bid which would be furnished if awarded. Bidder must also indicate the bid unit price on Form of Proposal. Please indicate on the Form of Proposal the name, title and phone number of person to be contacted for information concerning bid.

DELIVERY

All beverage items to be delivered freight prepaid to Food and Nutrition Management Warehouse, 1225 2nd Avenue, Des Moines, Iowa 50314. All beverage containers shall be in good condition upon arrival at the warehouse or product will be rejected. All products requiring refrigeration must be delivered in refrigerated trucks with product at proper temperature at time of delivery. All truck deliveries must be made Monday through Friday between hours 7:30 a.m. to 3:30 p.m. Facilities are available for unloading either palletized product (will exchange 4-way pallets) or for unloading product on slip sheets.

QUANTITIES

The quantities shown on the specifications are estimates ONLY, based on anticipated use. They are submitted as information for the bidder. Actual quantities may be higher or lower than estimates and will be ordered as needed. Purchases on some food items will depend upon availability of USDA commodities

BRANDS

Bidders enter the brand of the product you propose to supply on the line provided for each item. The District assumes that bidder will supply the actual item by code noted as required unless stated otherwise.

PACK SIZE

Bidders state "How Packed." If bidder wishes to offer a pack size which is larger from the pack shown, state the size offered, convert the number of units to conform to your pack size and enter this information on the form. The District reserves the right to reject larger pack sizes.

DESCRIPTIONS AND STANDARDS OF IDENTITY

All products must conform to U.S. minimum standards of identity as authorized by the Pure, Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the bidder in violation of the contract with the school district as well as federal law.

PACKAGING

Product shall be packed in accordance with good commercial practices and comply with all Federal, State and Municipal pure food laws. Containers shall be plainly marked with name of the product and weight of the package. Waxed carton, poly lined box or metal containers with tight fitting lids accepted. The lot and manufacturer shall be identified by a code on the container or label. Date of pack to be available upon request.

PRICES

Bidder is to enter price per unit (pounds, case, etc., as specified) for each item. Bidders to multiply the total cost by the number of units on each line and enter the extension in the Extended Total Column. The total price reflected in Extended Total Column must be adjusted if the bidder is quoting a product with a different pack size from the one specified (e.g.: it would require more cases of an item packed 48 ct/cs than if packed 60 ct/cs).

ROUNDING

When a product unit is stated as case or pound, decimals should be carried out two (2) places. For items in a unit of "each", decimals will be carried out three (3) places (to the 1/2 cent). Sample: .3589 would be .360.

PROMOTIONAL ALLOWANCES

A supplier's invoice costs shall reflect promotion allowances, i.e., one free with 10 bid allowances, the benefits of which shall accrue to the purchaser. Promotional allowance will be passed on to the school district. Cash discounts, label allowances, and group allowances shall accrue to the benefit of the distributor. Individual product rebates will be filed by and paid to the school district.

BIDDER QUALIFICATIONS

Bidder must be deemed qualified, in the judgment of the District Food and Nutrition Management Department to perform as required herein. For any bid on which bidder includes qualifying exceptions, bid may not be considered. A bid may be rejected if a bidder fails to meet any one of the following qualifications.

Product Line

It must be clearly evident to the District Food and Nutrition Management Department that a bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

Capacity

A Bidder must clearly demonstrate to the District Food and Nutrition Management Department the capacity, both physically and financially, to supply items to the District in economical quantities as required.

Facilities and Equipment

A bidder must have adequate warehouse for supplying contract products. Conditions for storing chilled and frozen products and delivery temperatures of frozen and chilled food shall be in accord with all State and Federal Codes and Standards.

Sanitation Requirements

District officials may routinely inspect the successful bidder's facilities. Facilities and operating practices must be continuously in compliance with all the Federal, State and local laws and regulations.

Reliability

A bidder must have a successful record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. If the school district does not have adequate historical data to determine the contractor's ability to comply with the service level requirement outlined in the Bid, three (3) letters of reference from previous school district customers shall be provided. Additional large corporation (non school district) references may be required.

Accounting Practices

A successful bidder must clearly demonstrate to the District Food and Nutrition Management Department its capability to provide accurate, reliable and timely reports specific to the district, in terms of invoices, statements, credits and utilization reports.

Des Moines Public Schools

Food and Nutrition Management Department

REQUEST FOR QUOTATION*Bid Period: July 01, 2016 To June 30, 2017*

THIRD EXTENSION

Bid Group Description: Beverages, Juices and Water
Vendor to Complete Shaded areas

Name of Vendor:

Item Number and Description	Approved Brands	Units per Case	Bid Unit	Requested Quantity	Case Price	Extended Total	Price Good thru Date	Special Order Item?
#1. Beverages, Sparkling, Canned, 100% Juice Assorted Flavors. Shelf Stable Can, No Artificial Sweeteners, sparkling 100% Juice *AHG approved for High School and Middle School	Switch	24/8.3 oz	Case	1700	\$13.19	\$ 22,423.00	12/31/2016	Yes
	Black Cherry 7C2483BC							
	Watermelon/Strawberry 7C2483WS							
	Orange/Tangerine 7C2483OT							
	Fruit Punch 7C2483FP							
#2. Beverages, Non-carbonated, Pouch, 100% Juice Assorted Flavors. Shelf Stable Pouch, No Artificial Sweeteners, 100% Juice *AHG approved for Elementary Schools and above	Strawberry/Kiwi 72483KB							
	Capri Sun							
	Apple Splash, 142	40/6 oz.	Case	2000	\$11.06	\$ 22,120.00	6/30/2017	No
	Fruit Dive 146	40/6 oz.	Case	150	\$11.06	\$ 1,659.00	6/30/2017	No
	Berry Breeze 144	40/6 oz.	Case	200	\$11.06	\$ 2,212.00	6/30/2017	No
#3. Beverages, Non-carbonated, Canned, 100% Juice Assorted Flavors. Shelf Stable Can, No Artificial Sweeteners, 100% Juice *AHG approved for High Schools	Welch's							
	Apple, 382-00	24/11.5 oz.	Case	250	\$13.18	\$ 3,295.00	12/31/2016	Yes
	Grape 398-40	24/11.5 oz.	Case	250	\$13.18	\$ 3,295.00	12/31/2016	Yes
	Nestle Juicy Juice							
	Berry	40/4.23 oz	Case	8000	\$ 7.04	\$ 56,320.00	6/30/2017	No
#4. Beverages, Non-carbonated, box, 100% Juice Assorted Flavors. Shelf stable box, No Artificial Sweetener, 100% Juice *AHG approved for Elementary schools and above	Fruit Punch	40/4.23 oz	Case	1000	\$ 7.04	\$ 7,040.00	6/30/2017	Yes
	Nestle Pure Life							
		24/16.9 oz.	Case	1000	\$ 3.88	\$ 3,880.00	12/31/2016	No
	Country Pure Foods							
	Dragon Juice 62049	40/6.75 oz.	Case	3000	\$12.10	\$ 36,300.00	6/30/2017	No
#5 Water plain, Plastic Bottle, No Additives Other Than Naturally Occurring Minerals. Clear Plastic Bottles, No Sport Top Lid, Packaged in disposable corrugated cardboard	Apple Juice 62001	44/4.23 oz.	Case	1000	\$ 8.40	\$ 8,400.00	6/30/2017	No
	Total					\$ 166,944.00		

B6739 Beverages	2014-2015 Cost	2015-2016 Cost	% Change	2016-2017 Cost	% Change
2nd Renewal					
Sparkling Canned 100% Juice Black Cherry	\$ 12.31	\$ 12.28	-0.24%	\$ 13.19	7.41%
Beverages Pouch 100% Juice Capri Sun					
Apple Splash	\$ 11.06	\$ 10.68	-3.44%	\$ 11.06	3.56%
Fruit Dive	\$ 11.06	\$ 10.68	-3.44%	\$ 11.06	3.56%
Berry Breeze	\$ 11.06	\$ 10.68	-3.44%	\$ 11.06	3.56%
Beverages Canned Welch's					
Apple	\$ 14.22	\$ 14.22	0.00%	\$ 13.18	-7.31%
Grape	\$ 14.22	\$ 14.22	0.00%	\$ 13.18	-7.31%
Beverages - Box Nestle Juicy Juice					
Berry	\$ 8.25	\$ 7.04	-14.67%	\$ 7.04	0.00%
Fruit Punch	\$ 8.25	\$ 7.04	-14.67%	\$ 7.04	0.00%
Water Nestle Pure Life	\$ 3.53	\$ 3.63	2.83%	\$ 3.88	6.89%
Beverage Vegetable/Fruit Bland					
Dragon Juice	\$ 10.84	\$ 12.10	11.62%	\$ 12.10	0.00%
Apple Juice (new)	\$ -	\$ 8.15		\$ 8.40	3.07%