

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

June 2022

Request for Proposal – Vending Services for Soft Drink/Beverage/Snack Vending

The Purchasing Department of the Cedar Rapids Community School District requests proposals on soft drink/beverage/snack vending products and services for school district locations in the Cedar Rapids, Iowa area.

The Purchasing Department and/or Board of Education reserve the right to reject any and all offers, 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. By virtue of statutory authority, preference will be given to products and provisions grown and coal-produced within the State of Iowa. Do not include State or Federal Tax in prices submitted.

Offers are due in the Purchasing Department, 2500 Edgewood Road NW, Cedar Rapids, Iowa, 52405 not later than Tuesday, July 5th, 2022 - 2:00 pm CST.

Email to: bids@crschools.us **place in the subject line: “RFP – Vending Services”**
File cannot exceed 10 MB

Or

FAX to: **Marked “RFP – Vending Services” on cover sheet** to (319) 558-2327

Or

Mail hardcopy: [in an opaque envelope and addressed to:]

RFP – Vending Services

Cedar Rapids Community School District

Purchasing Department

2500 Edgewood Road NW

Cedar Rapids, Iowa 52405

Question Deadline:

All questions regarding this proposal are to be received by Thursday, June 30, 2022 **@ 10:00AM** and directed to: Tracie Gutknecht, Purchasing Specialist

E-mail: tgutknecht@crschools.us

Responses to questions will be posted on the CRCSD website.

<https://crschools.us/departments/purchasing/bidss/>

Please Note: We will be happy to email you this document to facilitate your response if you received this by FAX or US Mail or via the website.

No bids will be considered which have not been received by the deadline set forth in this request. CRCSD is not responsible for delays occasioned by the worldwide web servers, U.S. Postal Service, the internal mail delivery system of CRCSD, or any other means of delivery employed by the Bidder.

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 the goods or services listed on this bid.

SCOPE OF WORK:

It is the objective of the Cedar Rapids Community School District to establish a beverage service and merchandising rights contract with a vendor submitting the most favorable services, variety and nutritional value of products and with the greatest source of revenue for the District in accordance with the specifications, terms, and conditions stated herein or as a part of contract negotiations. The contract shall not include soft drinks/beverages/snacks sold or dispensed by booster clubs, parent-teacher associations, school clubs, or similar organizations. The District reserves the right to offer other products if the need can only be addressed in that manner. All building Principals/Administrators may request the types of beverages that they wish to see in the machines, but any changes must be first approved by the Food & Nutrition department and must meet the District policies and guidelines. Not all buildings have services at this time.

The District uses vending services as a way of raising funds for the schools and other district sites. There are rules, laws and guidelines governing the sale of these products during the school day. Vending machines, other than those provided in staff lounge areas, may not be active during the serving of breakfast or lunch. This means machines must be turned off 30 minutes prior to the meal and not be reactivated until 30 minutes after. Machines located in the areas available to students must follow USDA Smart Snack guidelines as well as abide by the District's Wellness Policy.

The awarded vendor shall be given an exclusive contract, and will provide, supply, and service all soft drink/beverage/snack vending machines within the District [subject to existing District contracts at individual site/buildings] for a period of one year, renewable for up to an additional four years at the discretion of the District. It is anticipated for the contract to begin August 1, 2022 and if successful to continue through July 31, 2027.

A current listing of vending machine type and location can be seen on Exhibit A. There are also some future requests listed.

There are two additional bidding opportunities attached to this RFP that are available: see Bid Option 1 and Bid Option 2. In order to be considered a qualified bidder for the additional bid options, a vendor must submit a response for the main RFP proposal for Vending Services. A vendor need not bid on these additional offerings to be awarded the Vending Services contract. A vendor may also be awarded 1, 2 or all 3 of the proposal options available.

Bid Option 1 - Mini-Market - Scope

The District has a need for a mini market and kiosk at the building located at 2500 Edgewood Rd NW. Currently, the mini market has a large number of items for sale. These items are beverages, snacks, lunch/dinner items and other sundries. These items are housed in either coolers or racks. Pictures of the current set up can be seen on Exhibit B

Bid Option 2 - Food & Nutrition Coolers - Scope

The Food & Nutrition department have a number of coolers that are owned by the District. These coolers are located at the three high schools - Jefferson, Kennedy and Washington. The District is looking to purchase cases of beverages to fill these coolers. There are five different types of beverages needed and the product is to be delivered on a weekly basis to the three locations. All product will be stocked by district staff for these coolers.

Awarded Vendor Responsibilities:

Vendor will undertake all steps necessary to execute a contract in compliance with Federal, State and local laws with the District by August 1, 2022 with the goal for services to begin prior to the start of school in August 2022. Specifically, installation should, ideally, happen between August 9, 2022 - August 12, 2022. Complete installation must be concluded by August 19, 2022.

USDA Smart Snack – State of Iowa & Iowa Department of Education (see Exhibit C)

Website: <https://www.educateiowa.gov/pk-12/learner-supports/healthy-kids-act>

The District's Wellness Policy – Board of Education Policy and Procedures
Policy 610, 610.1 (see Exhibit D)

Vendor must be alert to regulatory changes and manage the awarded contract to stay in compliance with applicable laws, policy and guidelines that may occur during the term of this contract.

Vendor will provide the District with initial and continual recommendations for placement of vending machines and products at all sites, as appropriate.

Vendor will indicate in their proposal the percentage rate of the gross revenue on a per product basis that the Vendor shall pay to the District, a.k.a. commissions.

Vendor will develop and provide, with submission, a drafted contractual agreement to maximize the benefits to the District as appropriate.

Vendor will acknowledge that they (the vendor) is taking all risk for any reduction of gross sales. Negotiated commissions will remain firm and fixed throughout the contract term.

Vendor will provide product and price lists with their proposal for the products that will be sold in the vending machines. It is understood that this list will only be a "snapshot" of products available and pricing at the time of the proposal submission. After the award, the successful vendor will work directly with the Principal/Building Administrator, as well as the Food & Nutrition department, to establish products and price points that will best benefit individual buildings. The "snapshot" list will be reviewed annually.

Vendor will provide a product list, with their submission, to include the following information:

Brand Name, package information, size/weight, container type

Nutrition Facts label information

Flavors available

Serving size

Lead time for delivery of samples if such samples are requested

Suggested selling price

Proposed commission rate

Vendor will specifically identify any contributions, free product or promotional material discounts that would be made available to the District.

Vendor will make all purchases in its own name and shall not attempt in any way to bind the District to other vendors in its contractual agreements.

Vendor will assist District Building Principals/Building Administrators in making service requests and addressing customer service issues, by implementing and maintaining a comprehensive

customer service operation, including telephone center and support, to promptly address any and all customer concerns.

Vendor will participate in implementation meetings at each site and with District personnel as required.

Vendor will provide, transport, deliver, load and install products and machines at all District locations as appropriate. The vendor must provide approved products in the volume and/or quantity packaging necessary to meet the District's objectives. The Principal/Building Administrator or designee shall determine the delivery location.

Vendor will indemnify the District against any damage and/or loss it incurs to any machine, hardware, equipment or inventory brought on District property, should vendor incur damages/loss of its property in any form.

Vendor will establish and provide a fund or process, at the discretion of the building principal, to reimburse students, faculty, staff and the public for money "lost" in a vending machine upon request, and hold the District harmless for any discrepancies. This fund or process must be available at the "time of the loss".

Vendor will add or remove machines at a District location at any time, per the needs of the District.

Vendor will provide all vehicles, manpower, vending equipment and stock for vending machines at their own expense.

Vendor will ensure that beverage vending machine panels do not feature commercial messages.

Awarded Vendor Equipment:

Vendor will ensure that all vending machines comply with the provisions of the Americans with Disabilities Act (ADA).

Vendor will provide vending machines that meet or exceed all safety requirements for Federal, State and local government. Machines shall be attractive in appearance using the latest designs in the marketplace. Energy efficient machines are required.

Vendor will provide a QR code or link on each vending machine for customers to use in order to gather nutritional information on products.

Vendor will provide all vending machines with programmable timers to prevent vending by the machine during the school day at times not allowed by the District's policies and applicable USDA Child Nutrition Program guidelines.

Vendor will provide vending machines with onboard electronic, cumulative, non-re-settable counters that will show both the amount of product vended and the total amount of revenue received by the machine. The Principal/Building administrator, District administrator, or designee, shall be allowed to observe and record the reading of these counters whenever the vendor services the machine.

Vendor shall be responsible for all routine vending machine maintenance, repairs and services at their own expense. Machines shall be maintained in good repair and service shall be performed within four business days of notification by the District. Vendors shall submit with their proposal a detailed plan of the proposed maintenance, repair and service on the machines that shall include but not be limited to:

- Be responsible for cleaning the inside and outside of each machine when it is serviced.
- Monitor and control pest activity. Take appropriate steps to control pest with glue traps or other pest control devices or processes if needed.

- Check all service areas and vending machines for spills on equipment or floors and promptly clean as necessary.
- Replace machines that are chronically out of service or malfunctioning.
- Service machines on a regular basis to ensure maximum performance.

The response shall specifically describe:

- The types of machines
- The proposed frequency of removing and restocking products,
- Recommended process for recycling products with a container deposit.

The response must clearly state that the vendor will install machines, stock products, remove products, and collect the money on a regular schedule as set out in the response, and that vendor understands that no storage space for products (other than for recycling containers) will be made available to vendor without express written consent of the Purchasing Department.

The response shall reflect current District practices as to the locations, types of product mixes, number of machines, and times of operation of the machines. Any proposed additional or modified locations, type of product mix, number of machines and/or times of operation shall be set forth in the response, and the response shall clearly identify if any proposed compensation to the District is contingent on any such modifications.

Credit card readers should be installed on the vending machines at a convenient location within the building. The contractor must assume all risk of vandalism for any machine. The District will provide necessary utilities for the machines. **Bidder response to all items in this section is to be marked Attachment A.**

Awarded Vendor Staff on District site:

Vendor shall provide employees whose profiles and background checks, at all times, agree with the "Acknowledgment and Certification" document that the company has signed. **[Attachment I when returned.]**

Vendor further agrees to immediately remove from a District service route any vendor personnel, at the request of the District, without cause.

Delivery and service personnel must wear company logo shirts/jackets and have a visible photo identification badge on at all times they are in a District building.

Delivery personnel must check in at each building's main/front office.

Products:

Product offerings should include the appropriate product, based on the allowed operating times of the machine. Vendor should provide a product list with their submission to include the following information:

Brand Name, package information, size/weight, container type

Nutrition Facts label information

Flavors available

Serving size

Lead time for delivery of samples if such samples are requested

Bidder response to all items in this paragraph is to be marked Attachment B.

Pricing:

Provide a pricing matrix based on selling price and proposed commission rate. Sample below:

Product Name:	Beverage or Snack		Selling Price:		Commission Rate:
			\$0.50		
			\$0.55		
			\$0.60		
			\$0.75		
			\$0.80		
[Beverage A]	b	if	\$1.00	then	[enter % or \$]
[Beverage A]	b	if	\$1.25	then	[enter % or \$]
			\$1.50		
			\$1.75		
			\$2.00		

The District recognizes that the product mix may change over the period of the contract. Submit your best offer for the current products you have available.

Commission should be stated as a percentage or dollar amount per vend less deduction of any applicable state sales taxes and the Iowa container deposit. This commission formula will also assist Principals/District Administrators in setting the “per vend” pricing on machines located at the individual site. **Bidder response to all items in this paragraph is to be marked Attachment C.**

Guaranteed Minimum Payment:

The response must identify a guaranteed minimum payment to the District for sales from the soft drinks/beverages/snack products, along with a guaranteed minimum payment increase for future years if the Contract is renewed by the District with provisions for growth based upon a generally accepted growth index. **Bidder response to all items in this paragraph is to be marked Attachment D.**

Payment Specifications:

A single commission check will be sent monthly to the District's accounting department. The check will be accompanied with a detailed listing for each site's commission by machine and location. No checks will be sent by the awarded vendor to individual sites. This is not negotiable.

Reporting:

The response must clearly identify the reporting procedures to the District in a “Sales History” report. It is expected that the reporting will show products sold by machine by location and site. This will be sent quarterly with a yearly review with the District. The beverage items will be separated from the non-beverage items when giving overall District usage information. These reports will be needed when product changes are requested by either party. **Bidder response to all items in this paragraph is to be marked Attachment E.**

District Audit Process

The response must also identify the procedures and provisions the vendor utilizes to audit its sales and collections. The response must identify provisions for the District to verify the accuracy of sales through an auditing function. **Bidder response to all items in this paragraph is to be marked Attachment F.**

Other Contracts:

The District will honor all existing multi-year contracts until they expire. If the successful bidder has existing contracts in District locations for soft drinks/beverages/snack machines and/or products, such existing contracts shall terminate without penalty to the District upon execution of a contract pursuant to this request if requested by the District. The response shall confirm this provision and

list any machines provided but not listed in the excluded areas. **Bidder response to all items in this paragraph is to be marked Attachment G.**

Marketing:

The response shall identify the proposed pricing for a snapshot of soft drinks/beverages/snack products to be supplied and shall set forth any proposed schedule for increasing pricing. The response shall also identify any marketing or promotional activities the vendor proposes to utilize. The response shall indicate producers for administering a refund process for the customers who do not receive their products after payment. **Bidder response to all items in this paragraph is to be marked Attachment H.**

Contractors/Staff:

Companies providing services to the District as a contractor or as operating or managing the operations of a contractor must comply with the Standard Rules for Contractors attached and submit the "Acknowledgement and Certification" page. **Bidder response to this is marked Attachment I.**

General Comments or Exceptions:

Clearly note any item you wish the District to review in a separate response area. **Bidder response to this is marked Attachment J.**

Award:

All contact with the District or questions regarding this RFP are to be directed to the individual listed on the first page of this request. Respondents shall make no contact - either written or verbal - with Board of Education members, the District's legal counsel, or the District's staff during the period beginning with the issuance of this document through RFP review and recommendation process. Any attempt by an organization or individual to influence a member or members of the aforementioned may be grounds to disqualify the respondent from participation in the selection process or award of this Request for Proposal.

The District may request **Best and Final Offers** based upon improved understanding of the offers or changed scope of work. Based on the initial proposals and Best and Final Offers, if requested, the District will select the proposal/offer which best fulfills the requirements and is the best value to the District. The District may negotiate with the vendor to determine final products, vend pricing and any other items if necessary. Because this proposal is negotiable, all pricing data will remain confidential until after award is made and there will be no public opening and reading of bids. **Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.**

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

REQUEST FOR PROPOSAL - RESPONSE FORM
Page 1

FOR: Cedar Rapids Community School District
TITLE: Vending Services June 2022

All firms interested MUST provide the following requested information **on these two pages** and return with any supplemental materials as directed on the front page of this proposal document to be compliant. To facilitate completion, this page may be scanned but must retain this format. **Late responses will not be accepted.**

The vendor hereby certifies that they have carefully examined all of the applicable RFP/proposal documents for the material or service specified herein, understands the nature and scope of the work to be done, and that their proposal is based upon the terms, specifications, requirements and conditions. The vendor further agrees that the performance time specified is a reasonable time and if officially proposed in response to any RFP, accepted by the District that the capabilities identified are guaranteed as written and will be implemented as stated; and mistakes in writing of the RFP for the vendor.

By their signature on the response to the RFP or the RFP Response Form, the vendor certifies that their proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the vendor certifies that they understand collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

By submission of a response, the vendor agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of vendor's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the District/Board of Education. Vendors shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the District at its discretion, in consultation with legal counsel, may reject their proposal.

Our comprehensive response, in accordance with the guidelines stated on this RFP, is attached.

FIRM NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE _____ FAX _____ HOURS: _____

SIGNATURE: _____ TITLE: _____

NAME [printed]: _____ DATE: _____

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

**REQUEST FOR PROPOSAL - RESPONSE FORM
Page 2**

**FOR: Cedar Rapids Community School District
TITLE: Vending Services June 2022**

FIRM NAME: _____

CONTACT NAME if different than above: _____

E-MAIL: _____ Cell: _____

TAX I.D. NUMBER # _____

ORGANIZATION (check one): Sole Proprietorship Partnership Corporation

Is your pricing available to other school districts or the political subdivisions tax supported within the county of Linn, Iowa? Yes _____ No _____

We will be providing [circle all that are offered]:

Beverage Snack Credit Card Reader

Attachment A attached? Machines and Services Yes or No

Attachment B attached? Products Yes or No

Attachment C attached? Pricing Yes or No

Attachment D attached? Guaranteed Payment Yes or No

Will comply with payment specifications? Yes or No

Attachment E attached? Reporting Yes or No

Attachment F attached? District Audit Yes or No

Attachment G attached? Other Contracts Yes or No

Attachment H attached? Marketing Yes or No

Attachment I attached? Contractors/Staff Yes or No

Attachment J attached? General Comments or Exceptions Yes or No

Our comprehensive response, in accordance with the guidelines stated on this RFP, is attached.

**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 is 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 statues and regulations. Compliance shall require Contractors not to discriminate and, in addition, to take reasonable affirmative action to ensure that members of minority groups are effectively accorded equal employment opportunities.

ASBESTOS

All buildings in the School District contain asbestos.

It is the contractor's 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

Please return your completed copy of this page with all pertinent information entered. This page with information and signature attached is Exhibit I.

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.

Bid Option 1 - Mini Market with Kiosk

The District requests bids for a mini market with self-pay kiosk. See Exhibit B for pictures of current set-up. This mini market is located at 2500 Edgewood Rd NW in Cedar Rapids.

There are a variety of food and beverage options, as well as some sundries, available for staff working at that location. Food and beverages provided at this location are not subject to the Smart Snacks or Wellness restrictions, however having a variety of healthy options is needed.

Specifications

1. GENERAL CONDITIONS

- The term of the contract will be for the period of August 1, 2022 to July 31, 2023 with an option for 4 years of renewals.
- The District will supply any electrical needs, vendor will supply any camera(s) needed.
- Vendor will supply self-service payment kiosk. Vendor will provide phone number for customer to call should any issues arise.
- Vendor will service equipment on a regular basis to ensure maximum performance.
- Vendor will ensure that all vending machines comply with the provisions of the Americans with Disabilities Act (ADA).
- Vendor will provide vending machines that meet or exceed all safety requirements for Federal, State and local government. Machines shall be attractive in appearance using the latest designs in the marketplace. Energy efficient machines are required.
- Vendor will indicate in their proposal the percentage rate of the gross revenue on a per product basis that the Vendor shall pay to the District, a.k.a. commissions.
- Vendor will acknowledge that they (the vendor) is taking all risk for any reduction of gross sales. Negotiated commissions will remain firm and fixed throughout the contract term.
- Vendor will provide product and price lists with their proposal for the products that will be sold in the vending machines. It is understood that this list will only be a "snapshot" of products available and pricing at the time of the proposal submission. After the award, the successful vendor will work directly with the Food & Nutrition department, to establish products and price points that will best benefit the building. The "snapshot" list will be reviewed annually.
- Vendor will indemnify the District against any damage and/or loss it incurs to any machine, hardware, equipment or inventory brought on District property, should vendor incur damages/loss of its property in any form.

Pricing:

Provide a pricing matrix based on selling price and proposed commission rate. Sample below:

Product Name:	Beverage or Snack		Selling Price:		Commission Rate:
			\$0.50		
			\$0.55		
			\$0.60		
			\$0.75		
			\$0.80		
[Beverage A]	b	if	\$1.00	then	[enter % or \$]
[Beverage A]	b	if	\$1.25	then	[enter % or \$]
			\$1.50		
			\$1.75		
			\$2.00		

The District recognizes that the product mix may change over the period of the contract. Submit your best offer for the current products you have available.

Commission should be stated as a percentage or dollar amount per vend less deduction of any applicable state sales taxes and the Iowa container deposit. This commission formula will also assist Principals/District Administrators in setting the "per vend" pricing on machines located at the individual site. **Bidder response to all items in this paragraph is to be marked Attachment B1.**

All required/appropriate paperwork from primary RFP response will apply to this bid option. To be considered, a vendor merely needs to supply the items requested for Attachment B1.

Bid Option 2 - Food & Nutrition Coolers

The District requests bids on canned and bottled beverage to be sold at 3 high-school locations in the Cedar Rapids community school district. The District will purchase these beverage cases directly, no commission % is required. Please submit lowest cost price per case per beverage item.

Items are to be delivered in bulk on a weekly basis. Billing should be sent to the Food & Nutrition department at the District.

Specifications

1. GENERAL CONDITIONS

- The contract shall be a fixed price for the 2022-23 school year beginning August 1, 2022 through July 31, 2023.
- The contract may be renewed yearly and pricing adjusted for an additional 4 years without rebidding. Provided pricing and services are approved yearly by appropriate District personnel.
- Pricing shall be for items delivered in bulk. District staff will stock the coolers.
- Coolers are property of the District.
- Pricing for these items is for the exclusive use in the F&N coolers. Pricing does not carry over for other District needs or activities.
- Proposals in response to this request are limited to the following categories as they relate to the USDA Smart Snacks in Schools Beverage Guidelines and the Wellness Policy of the District.

USDA Smart Snack – State of Iowa & Iowa Department of Education (see attachment C)

<https://www.educateiowa.gov/pk-12/learner-supports/healthy-kids-act>

The District's Wellness Policy – Board of Education Policy and Procedures Policy 610, 610.1 (see attachment D)

- There are five types of beverages requested, Plain or Carbonated Water, 100% Fruit or Vegetable Juice (plain or carbonated) with no added sweeteners, 100% Fruit or Vegetable Juice diluted with water (plain or carbonated) with no added sweeteners, Calorie-Free Beverages (flavored and/or carbonated) and less than or equal to 10 calories per 20oz., Low Calorie Beverages (flavored and/or carbonated) and less than or equal to 60 calories per 12 oz.
- Bids must be submitted on the attached form, Attachment B2.
- Vendor must serve any/all schools specified by the District's Food & Nutrition department. At this time, deliveries shall be made to Jefferson, Kennedy and Washington High Schools. Additional schools may be added at any time.
- Price quotes are for bulk delivery to locations listed and do not require stocking. District personnel will stock the coolers.
- Deliveries will average one delivery per week.
- Billing will occur monthly and should be sent to the Food & Nutrition department.
- A legible numbered delivery receipt, to be signed by the cafeteria manager at the time of delivery, must accompany each delivery. For keyless deliveries; mutually agreed upon alternative processes may be considered.
- All new products must be **pre-approved** for sale by a representative of the F&N department.
- Vendor must provide District with nutrient analysis for all products offered.
- Inventory must be managed cooperatively by the cafeteria manager and the vendor to ensure maximum sales while maintaining reasonable inventory.

- Sites will require deliveries approximately nine months per year from the first day of the school year through the last day of the school year.
- All products remaining at the schools after the last meal service of the school year, will be picked up by the vendor and a credit issued.
- Vendor must accept return and/or provide full credit for all products not pre-approved for sale.
- Full credit will be given for outdated product(s).
- Vendor sales representative and F&N representative will devise order/delivery schedule based on volume for each site awarded.

INSTRUCTIONS FOR COMPLETING BEVERAGE PRODUCT LIST - Attachment B2

Please indicate your company name in the upper left-hand corner.

Column 1 - Item Number - used as a 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 - price should include delivery

All required/appropriate paperwork from primary RFP response will apply to this bid option. To be considered, a vendor merely needs to supply the items requested for Attachment B2.

[Attachment - B2]

Company Name _____

1	2	3	4	5	6	7	8
No.	Manufacturer Product Code	Product Description	Brand	Flavor(s)	Size (oz.)	Units per case	Case Price
Plain or Carbonated Water - any size							
1							
2							
3							
4							
5							
6							
7							
8							
9							
100% Fruit or Vegetable Juice (plain or carbonated) with no added seeteners < or = 12 oz.							
10							
11							
12							
13							
14							
15							
16							
17							
18							
100% Fruit or Vegetable Juice, diluted with water (plain or carbonated) with no added seeteners < or = 12 oz.							
19							
20							
21							
22							
23							
24							
25							
26							
27							
Calorie Free Beverages, flavored and/or carbonated < or = 10 calorize per 20 oz.							
28							
29							
30							
31							
32							
33							
34							
35							
36							

Low Calorie Beverages, flavored and/or carbonated < or = 60 cal per 12 oz.

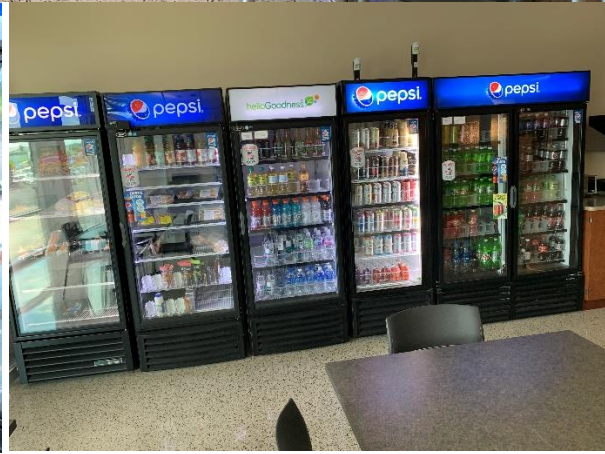
37							
38							
39							
40							
41							
42							
43							
44							
45							

[EXHIBIT A]

School	# of Machines	Type of Machines	Add/Extract	Requests
Elementary Schools				
Arthur	0			
Cleveland	0			
CRA at Taylor	2	1-beverage, 1-snacks		
Erskine	0			
Garfield	1	beverage		
Grant	1	beverage		
Grant Wood	1	beverage		
Harrison	1	beverage	(+1)	wants snack machine added
Hiawatha	1	beverage		
Hoover	1	beverage		
Johnson	1	beverage		
Kenwood	0			
Madison	0		(+1)	Diet Cherry Pepsi, Diet Mt. Dew, Reese's//only have room for 1 machine - split between drinks and snacks if possible
Maple Grove/Jackson	2	1-beverage, 1-snacks	(+2)	2 for each staff lounge at Maple Grove
Nixon	1	beverage		
Pierce	1	beverage		
Truman	0			
Van Buren	1	beverage		
Viola Gibson	2	1-beverage, 1-snacks		
West Willow	3	2-beverage, 1-snacks		
Wright	0			
Middle Schools				
Franklin	1	beverage		
Harding	3	2-beverage, 1-snacks		
McKinley	1	beverage		
Roosevelt	2	1-beverage, 1-snacks		More diet soda options, especially diet Dr. Pepper
Taft	2	1-beverage, 1-snacks		
Wilson	1	beverage	(+1) Snack?	Maybe a new snack machine
High Schools				
Jefferson	6	3- beverage, 3-Snack		
Kennedy	9	5- beverage, 4-snack		
Metro	2	1- beverage, 1-snacks		

Washington	14	6-snack, 8-beverage		
ELSC	6	2-snack, 4-beverage		This does not include the mini market

[EXHIBIT B]



Smart Snacks in School Beverage Options

The Healthy Hunger-Free Kids Act of 2010 directed the USDA to establish science-based nutrition standards for all foods and beverages sold to students in school during the school day. The new Smart Snacks in School nutrition standards will help schools to make the healthy choice the easy choice by offering students more of the foods and beverages we should be encouraging—whole grains, fruits and vegetables, leaner protein, low-fat dairy, while limiting foods with too much sugar, fat and salt.

Smart Snacks in School lays out targeted, science-based nutrition standards for beverages that reflect current nutrition science and progress being made in States and local communities across the country, as well as through existing voluntary efforts. The new standards allow variation by age group for factors such as portion size and caffeine content. While water is available on an unlimited basis, USDA has established reasonable, age-appropriate portion size standards for all other beverages in order to reinforce the important concepts of moderation and balance in student diets.

Highlights of the *Smart Snacks in School* nutrition standards include:

- **Healthier beverage options during the school day. All schools are allowed to sell:**
 - Plain water (carbonated or uncarbonated);
 - Unflavored low-fat milk;
 - Flavored or unflavored non-fat milk (and milk alternatives); and
 - 100 percent fruit and vegetable juices, and full-strength juice diluted with water, carbonated or non-carbonated, with no added sweeteners.
- **Portion sizes based on age.**

Elementary schools may sell up to 8-ounce portions of allowable milk and juice beverages, while middle and high schools may sell up to 12-ounce portions. In high schools, the standards limit the maximum container size to 12-ounces for lower calories beverages and 20 ounces for calorie-free beverages.
- **Additional options for older students.**
 - The new standards provide additional beverage options to high school students, recognizing their increased independence, relative to younger students, and the wide range of beverages available to high school students in the broader marketplace. Beyond water, milk and juice, Smart Snacks in School provides additional calorie-free and lower-calorie beverage options for high school students:
 - Calorie-free beverages, in up to 20-ounce portions; and
 - Lower-calorie beverages with up to 40 calories per 8 ounces or 60 calories per 12 ounces. These may be sold in up to 12 ounce portions.
- **Caffeinated beverages remain an option for high school students.**

The new nutrition standards do not restrict the sale of caffeinated beverages to high school students. USDA encourages school districts to exercise caution when selecting items for sale to their students. USDA will continue to monitor the Food and Drug Administration's (FDA) work on caffeine and will consider revising the nutrition standards in the future as appropriate.



Nutrition Standards For Cedar Rapids Community School District

The rules apply to **all foods offered, made available, or sold** through vending machines, student stores, snacks, fundraiser, and a la carte during the school day.

School Day shall be defined as the period **from the midnight before, to 30 minutes after the end of the official school day**

Nutrition Standards for Foods

- Any food sold/offered in schools must:
 - Be a "whole grain-rich" grain product; or
 - Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
 - Be a combination food that contains at least ¼cup of fruit and/or vegetable; or
 - Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).*

- Foods must also meet the following nutrient requirements:
 - Calorie limits:
 - Snack items: ≤ 200 calories
 - Entrée items: ≤ 350 calories
 - Sodium limits:
 - Snack items: ≤ 200 mg
 - Entrée items: ≤ 480 mg
 - Fat limits:
 - Total fat: ≤35% of calories
 - Saturated fat: ≤ 10% of calories
 - Trans fat: zero grams
 - Sugar limit:
 - ≤ 35% of weight from total sugars in foods

Nutrition Standards for Beverages

- All schools may sell/offer:
 - Plain water (with or without carbonation)
 - Unflavored low fat milk
 - Unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP
 - 100% fruit or vegetable juice
 - 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners

- Elementary schools - up to 8-ounce portions, middle schools and high schools - up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.

- High Schools - the standards allow additional "no calorie" and "lower calorie" beverages
 - No more than 20-ounce portions of calorie-free, flavored water (with or without carbonation)
 - Other flavored and/or carbonated beverages that are labeled to contain < 5 calories per 8 fluid ounces or ≤10 calories per 20 fluid ounces.
 - No more than 12-ounce portions of beverages with ≤ 40 calories per 8 fluid ounces, or ≤ 60 calories per 12 fluid ounces.

Does my food item meet guidelines? See Product Calculator in Wellness Resources.

Produced by NAMA Government Affairs

For Further information visit : www.namavoice.org or

www.fns.usda.gov/cnd/Governance/Legislation/allfoods_summarychart.pdf

Original USDA document was revised to reflect CRCSD Wellness Policy