

DUBUQUE COMMUNITY SCHOOL DISTRICT
2300 CHANEY ROAD
DUBUQUE, IOWA 52001

REQUEST FOR PROPOSAL(RFP)

Dubuque Community School Concessions - **BEVERAGE PRODUCTS**

The Dubuque Community School District invites written sealed bids for beverage products for the Dubuque Community Schools concessions for the 2024-2025 school year / athletic seasons. Bids will be received by the Executive Director of Finance and Business Services at Dubuque Community School District, 2300 Chaney Road, Dubuque, Iowa 52001. This does not include beverage sales for vending machines or any other school related function.

RELEASE DATE: June 24, 2024

BID RECEIVED: Prior to 11:00 a.m. on July 8, 2024

Bids must arrive before the published date and time. Bids must be submitted in a sealed envelope clearly marked Dubuque Community Schools Concession Beverages. Faxed bids will not be accepted. Late bids will be returned unopened.

CONTRACT PERIOD: August 1, 2024 – July 31, 2025

INTENT:

It is the intent of this RFP to establish a firm fixed price contract with a vendor to purchase beverages in accordance with the specifications and all documents called for in this RFP.

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.

TERMS:

The term of this contract will be from August 1, 2024 - July 31, 2025. Upon satisfactory performance with mutual agreement, this contract may be extended for 2 additional years in one (1) year increments. The extensions must be with the same conditions, specifications and discounts holding. Any price adjustments to the contract extensions must be mutually agreed upon.

EVALUATION PROCESS/FACTORS:

Proposal will be evaluated by an Evaluation Committee using the following factors, not listed, in order of importance:

- A. Costs
- B. Ability to Perform Required Services
- C. Timelines of Delivery
- D. Experience
- E. Other factors the District determines to be relevant

BASIS OF AWARD:

It is the intent of the District to award a contract to the lowest responsible responsive bidder, provided the proposal has been submitted in accordance with the requirements of the bidding documents and is determined to be compliant with all bidding requirements.

VENDOR QUALIFICATIONS:

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

Vendor’s facilities and operating practices must be continuously in compliance with the United States Food, Drug & Cosmetic Act and State and Local laws and regulations as well as HACCP (Hazard Analysis Critical Control Points). The vendor will have an approved HACCP plan in place with verification and validation activities documented. Vendor must provide a HACCP compliance statement.

F.O.B.:

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

RIGHTS OF THE SCHOOL DISTRICT WITH REGARDS TO REJECTION OF BIDS:

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

All proposals submitted for evaluation become the property of the School District. Vendors 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 authorized representative 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.

The District reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. The receipt of bid by the District or submission of a bid to the District confers no rights upon the vendor nor obligates the District in any manner. The District reserves the right to waive minor irregularities in the bid, provided that such actions are in the best interest of the District. Any such waiver shall not modify any remaining RFP requirements or excuse the agent from full compliance with the RFP and other contract requirements if the contract is awarded.

PRICE:

The price will remain a firm/fixed contract for the period August 1, 2024 - July 31, 2025 unless the School District makes changes in writing, by altering, adding to or deducting from the scope. The contract sum will then be adjusted accordingly. The District makes no guarantee as to the quantities that will be purchased during the life of the contract.

MODIFICATION OR WITHDRAWAL OF BID:

A vendor may modify or withdraw their proposal in person by his/her representative provided proper identification is presented before the official closing date and time.

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.

TERMINATION:

The District may terminate the contract resulting from this request at any time that a vendor fails to fulfill the contract terms and conditions. The District shall provide written notice to the vendor on non-performance and the vendor shall have 72 hours to correct the non-performance. After the notice, if the vendor 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.

PAYMENT TERMS:

The School District will make payments monthly based on actual invoices received in accordance with the terms of this contract. The vendor will provide the District with a quarterly usage report summarizing the products used. The report must be received within two weeks of the end of the quarter.

DELIVERY FAILURES:

Failure of a vendor to provide beverages 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 beverages 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.

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 being received.

INSURANCE CLAUSE:

See Exhibit C

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 persons working 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.

TOBACCO FREE ENVIRONMENT:

School district premises shall be off limits for all tobacco products. Tobacco products include, but are not limited to: cigarettes, cigars, pipes, and various smokeless tobacco products including chew and snuff. This requirement extends to employees, visitors, and students. This policy applies at all times, including school-sponsored and non-school-sponsored events

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 or provide a service to a person 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.

GENERAL CONDITIONS:

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

PRODUCT VARIETY:

The successful vendor must be able to provide an acceptable variety of products: soda, water, flavored water, 100% juice, sport drinks, and tea. All beverages will be evaluated.

The required varieties are listed on the bid form. See Exhibit B for beverage specifications. All beverages sold must meet the nutritional content standards of the Iowa Healthy Kids Act [281-58.11 (256)].

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

Brand name of items proposed is expected to remain constant for the duration of the contract.

Note any differences in packaging sizes on the bid form, if other than that listed.

Samples

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

CONTAINERS:

Product containers must be clean, plastic bottles. Glass bottles and cans will not be accepted.

Containers should be adequately sealed and structured to prevent leakage.

Leaky cartons/containers will be returned for credit.

Lids must be pop-top or screw top only. Any new types of containers or openings must be submitted for prior approval.

COOLERS:

Successful vendor 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 Exhibit A 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, free of charge. Coolers must be in Dalzell concessions and operable by August 12, 2024. They must be clean inside and out. Coolers must contain shelves/racks that are slant channeled, allow air circulation and are removable for cleaning. Coolers will be colorful and provide appropriate merchandising – such as logos, lights, etc.

ORDERS AND INVOICING:

The Concession Manager will place orders, either by phone, email, or personally to the delivery person. A mutually agreed upon order and delivery system will be planned by August 12, 2024. Continued inability to deliver specified products shall be cause for termination of the contract.

The vendor shall provide a packing slip and/or invoice with the individual responsible for receiving beverage products. Invoices shall show quantity, unit size, unit price, extended price, and total amount of invoice. The original invoice is the official document used by the District for payment and shall be furnished to; Dubuque Community School District, Attn: Accounts Payable, 2300 Chaney Road, Dubuque, IA 52001 before payment can be made.

DELIVERY:

Deliveries shall be made to Dubuque Community Schools concessions, as ordered, on weekdays from Monday through Friday, excluding holidays, unless otherwise specified, and at such hours as specified and arranged.

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

The Delivery personnel should appear clean and neat. Official vendor uniform including name badge shall be worn on District property.

Vendor will take 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 concessions.

SUBSTITUTIONS/EXCHANGES/CREDITS:

Brand name for the item proposed is expected to remain the same for the duration of the contract.

Substitutions of products must be only temporary and receive prior approval of the Manager of Food and Nutrition or designee.

If a product becomes unavailable for any reason, the District reserves the right to obtain that product category from another source but prefers the vendor to provide alternative(s). All new products must be approved by the Manager of Food and Nutrition Services prior to sale.

Vendor will give prompt and full credit for all products found to be damaged or not to conform to these specifications.

GENERAL INFORMATION:

Direct all inquiries concerning this request for proposal to Joe Maloney, Director of Activities and Athletics, between the hours of 8:00 a.m. and 4:00 p.m. at 563-552-3019.

Exhibit A

COOLERS:

Successful vendor 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). Coolers will be an appropriate size, lockable, and mobile. These must be maintained in good operating condition by the successful vendor, free of charge. They must be clean inside and out. Coolers must contain shelves/racks that are slant channeled, allow air circulation and are removable for cleaning. Coolers will be colorful and provide appropriate merchandising – such as logos, lights, etc. The Dubuque Community School District retains the right to request additional coolers and/or alternate sizes as the district makes updates to current concession areas.

Dalzell Field

- 4 Double Door Slide Coolers
- 6 Single Door Coolers
- 2 Small Single Door Coolers

Hempstead (Moody Gym)

- 1 Double Door Slide Cooler
- 2 Single Door Coolers

Senior (Nora Gym)

- 1 Double Door Slide Cooler
- 3 Single Door Coolers

Senior (Baseball)

- 1 single Door Cooler

Hempstead (Softball)

- 1 Single Door Cooler

Exhibit B

A single sample of each proposed item with nutrition facts label must accompany bid proposal. If the vendor cannot provide a product, note as such. The Dubuque 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	Brand/Type of Container	Size of Container	# of units in a case	Unit Price	Case Price
Regular Cola					
Diet Cola					
Regular White Cola					
Mountain Dew					
Diet Mountain Dew					
Root Beer					
Orange Cola					
Water (Purified)					
Sports Drink					
Juice					

- All products must be in individual containers from 12 ounces to 20 ounces in size.
- A single sample of each proposed item with a nutritional facts label must accompany the bid proposal.
- Please indicate if the vendor cannot provide a product listed on the far-left column.
- If the vendor does not have a requested product as indicated on the chart in Exhibit B, they may provide an alternate option.
 - The district reserves the right to purchase requested items (from the chart above) from a different vendor if the bidder awarded the contract is unable to provide that product.
 - In this event, the requested products purchased from another vendor, will be stored in coolers (see Exhibit A) required to be provided by the bidder awarded the contract.

Exhibit C

DUBUQUE COMMUNITY SCHOOL DISTRICT MINIMUM INSURANCE REQUIREMENTS

1. All insurance policies required hereunder shall be written with an insurer authorized to do business in the State of Iowa. Insures shall have an A.M. Best rating no less than “A-”, (Excellent).
2. All insurance policies required hereunder shall be endorsed to provide the Dubuque Community School District written notification of at least thirty (30) days prior to cancellation or non-renewal, ten (10) days notification for nonpayment of premium.
3. Contractor shall furnish Certificates of Insurance to the Dubuque Community School District indicating the insurance requirements set forth in this agreement have been met. Such certificates shall include copies of any policy forms and endorsements that are equivalent to those specifically required. Contractor shall be responsible to ensure all its subcontractors and sub-subcontractors performing work or services meet the insurance requirements for their respective trade.
4. Each Certificate of Insurance shall be submitted to the Dubuque Community School District Manager of Buildings & Grounds.
5. At its discretion and on a case by case basis, the Dubuque Community School District reserves the right to increase or decrease limits, and add or waive insurance coverage and requirements.
6. Failure to provide evidence of minimum limits and coverage or procure required insurance shall not be deemed a waiver of these requirements by the Dubuque Community School District. Failure to obtain or maintain the insurance requirements shall be considered a material breach of this agreement.
7. The Dubuque Community School will have in place Builders Risk insurance on new building projects that exceed \$10,000 in value, including coverage for materials temporarily stored off site and in transit. Builders Risk insurance will include the interest of the Contractor and its subcontractors, except for any deductible, not to exceed \$10,000. Contractor and its subcontractor shall be responsible for insuring its own equipment and property.

Exhibit C

DUBUQUE COMMUNITY SCHOOL DISTRICT

INSURANCE REQUIREMENTS: GENERAL CONTRACTORS

COMMERCIAL GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 100,000
Medical Payments	\$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO occurrence form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

1. ISO endorsement CG 20 10 or equivalent endorsement naming the Dubuque Community School District, its board members, employees and agents as an additional insured.
2. ISO endorsement CG 20 37 or equivalent endorsement naming the Dubuque Community School District, its board members, employees and agents as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion of the project.
3. Endorsement indicating additional insured status for the Dubuque Community School District, its board members, employees and agents is primary and non-contributory.
4. ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.
5. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.
6. Governmental Immunities Endorsement (see attached specimen).

Exhibit C

BUSINESS AUTOMOBILE LIABILITY:

Combined single limit of \$1,000,000

Or

Bodily Injury (per person)	\$500,000
Bodily Injury (per accident)	\$500,000
Property Damage	\$500,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

1. Policy shall include Symbol 1 (Any Auto).
2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.
3. Include ISO endorsement CA 99 48, Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto Dubuque Community School District property.

WORKERS COMPENSATION & EMPLOYERS LIABILITY:

1. Workers Compensation – Statutory – State of Iowa
2. Employers Liability

Bodily Injury Limit Each Accident	\$500,000
Bodily Injury Disease – Policy Limit	\$500,000
Bodily Injury Disease – Limit Each Employee	\$500,000

Workers Compensation shall include the following endorsements: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Dubuque Community School District.

UMBRELLA OR EXCESS LIABILITY:

Limit Each Occurrence	\$5,000,000
Aggregate Limit	\$5,000,000

Umbrella or Excess liability policy shall provide excess coverage and be at least as broad in coverage as the following required policies and endorsements: Commercial General Liability, Business Auto and Employer’s Liability.

Exhibit C

DUBUQUE COMMUNITY SCHOOL DISTRICT GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Dubuque Community School District as an Additional Insured does not waive any of the defenses of governmental immunity available to the Dubuque Community School District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The Dubuque Community School District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Dubuque Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Dubuque Community School District.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN