



Q7041 Pepsi  
Renewal Letter 2017



# FORM OF PROPOSAL

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

No: Q7041 Renewal

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

Item #	Quantity	UOM	Description	Unit Price	Extended Amount
			East High School Concession Beverages – Third Renewal		
			Please see the embedded workbook below		



Special Conditions  
- Concession Stands



Q7041 Pepsi  
Renewal Worksheet

## Contract Period

This contract is for the period July 1, 2017 through June 30, 2018. 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, Anne Sullivan at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 [Anne.Sullivan@dmschools.org](mailto:Anne.Sullivan@dmschools.org) Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. Also the District plans to pay Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Seller accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification requirements as detailed below. Delivery shall be made between the hours of 8:00 a.m. and 3:30 p.m. at 1915 Prospect Road Des Moines, IA. 50310.

Company Name PepsiCo Representative Name Corey Vick  
Representative Signature [Signature] Representative Title FSR  
Street Address 3825 106<sup>th</sup> St City/State/Zip Urbandale, IA 50322

Email Corey.Vick@pepsico.com Phone 515-202-3895 Fax \_\_\_\_\_

Date 7/6/17



#### Acknowledgment & Certification

Pepsico ("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.

Bid/Quote: Q7041 Renewal	East High School Concession/Outlets = Beverages	Pepsico	2015	Volume, Period 6	Pepsico	Volume, Period 6	2017/18	Volume Period 6	4/28/2017 Notes
Item	Quantity based on 2015/16 cases	Cost 2016/17	2015	Volume, Period 6	Pepsico	Volume, Period 6	2017/18	Volume Period 6	Notes
20 oz product in 24 case pack									The prices for 2017/18 do not include the \$3.00 rebate per case.
Water	232	\$17.77	\$20.60	57	\$17.55	57	\$18.56		
Pepsi	139	\$20.90	\$23.19	32	\$20.65	25	\$21.84		
Diet Pepsi	91	\$20.90	\$23.84	29	\$20.66	15	\$21.84		
Mountain Dew	132	\$20.90	\$22.61	32	\$20.62	29	\$21.84		
Diet Mountain Dew	49	\$20.90	\$20.77	12	\$20.57	11	\$21.84		
Sierra Mist	48	\$20.90	\$23.09	12	\$20.23	4	\$21.84		
Mug Rootbeer	45	\$20.90	\$21.16	8	\$20.90	9	\$21.84		
Lemonade	9	\$20.90	\$0.00	0	\$20.90	7	\$21.84		
Blue Gatorade	115	\$24.04	\$24.93	28	\$23.68	28	\$25.12		
Fruit Punch Gatorade	54	\$24.04	\$23.00	8	\$23.69	15	\$25.12		
LI Gatorade	1	\$24.04	\$0.00	0	\$0.00	0	\$25.12		
Orange Gatorade	31	\$24.04	\$0.00	0	\$24.04	6	\$25.12		
Grape Gatorade	43	\$24.04	\$23.00	8	\$23.85	11	\$25.12		
Lipton Brisk SWL	3	\$20.90	\$20.00	3	\$20.90	9	\$21.84		
Total	992								
19 coolers provided	yes/no	yes			yes		yes		
ice machine provided	yes/no	no			no		no		
\$3.00 rebate on all 20 oz. product	yes/no	yes			yes		yes		
with ability to add additional cooler	yes/no	yes			yes		yes		
Additional schools may be added to this contract, should they become interested.	yes/no	yes			yes		yes		
What is the commission percentage rate for this product or service?		20% on vending sales			20% on vending sales		20% on vending sales		
Kathy Kahler, Purchasing Specialist, DMPS	Phone: 515-242-7699						kathleen.kahler@dmsschools.org		

**Special Conditions for East High Concession Outlets 2017-2018**

**Quote Q7041, Q7045/46 - Renewal**

**General**

Firm pricing for the contract period of July 1, 2017 – June 30, 2018 is required for all items on the Form of Proposal. The annual usage is an estimate and may vary depending on District wide requirements.

The District may also require additional items to be added to the contract, or additional school locations.

All prices are to include freight and handling and are to ship to the FOB Destination prepaid. No additional charges will be accepted.

Quote prices are to be based on bidder ordering in quantities for stock to their warehouse/outlet that will meet the manufacturer's minimums, and that will accommodate incremental releases to the designated location as desired. The District will be placing frequent orders to the bidder for delivery for quantities necessary to meet its immediate needs. Lead times will be minimal, bidder will be expected to maintain adequate inventory locally to meet the District's needs in a short period of time. The District makes every effort to accurately forecast its demand, but cannot guarantee the purchase of any excess inventory from the successful bidder. The successful bid price shall include all shipping and handling charges but will not include Federal Excise or State Sales Taxes as it is exempt from those charges.

**Contract Period**

The initial contract period will begin on July 1, 2014 through June 30, 2015. 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 is to be negotiated at the end of each year. We would expect the mark-up percentage to remain the same for the entire period, even though the cost from the manufacturer may change.

### **Delivery Dates**

Order for specific quantities will be ordered as needed throughout the bid period. East High School will determine the exact delivery dates or set up a delivery schedule. Deliveries are accepted between the hours of 7:00 AM and 2:00 PM.

The District expects the selected bidder to inventory supplies to meet manufacturer's minimum orders, and provide optimum pricing with the service to the District to meet the needs of the students and staff.

### **Deliveries**

The bidder will make deliveries to East High School outlets, as directed by the East High Staff, FOB destination:

East High School, 815 East 13<sup>th</sup> Street, Des Moines, IA 50316

East High School, Williams Football/Baseball/Softball Fields, Walker Street entrance, Des Moines, IA 50316

All deliveries must be made Monday through Friday, between the hours of 7:30 Am and 2:00 PM, and may require a Saturday delivery if needed. Delivery appointment must be made with the appropriate staff at the location.

All containers shall be in good condition upon arrival at the outlet or product will be rejected. The District requires deliveries all year.

### **Quantities**

The quantities shown on the Form of Proposal are estimates only, based on anticipated use. They are submitted as information to the bidder, and for the District use to facilitate the evaluation of the quote. Actual quantities may vary and will be ordered as needed. The quote is also intended to cover items not specifically listed whose usage may arise in the future. Items may be added to the core list of items for years two through five of the contract.

### **Brands**

Bidder should enter the brand of product they propose to supply on the line provided for each item.

Please indicate the brand proposed on the attached worksheet. The District assumes the bidder will supply the specified item by noted unless otherwise stated. Samples may be requested and must be supplied within a week (5 working days) of the request at no charge to the District.

### **Pack Size**

Bidder must state "how packed" if the bidder wishes to offer a pack size which is larger than the pack shown, they must state the size offered, convert the number of the units to conform to their pack size and enter this information on the form. The District reserves the right to reject larger or smaller sizes.

### **Purchase Orders/Invoices**

Purchase Order will be issued for all purchases. The Purchase Order number must appear on all packing lists, billing statements and invoices.

No substitutes of any item listed on the Purchase Order will be allowed without prior written approval of the Purchasing Department or School for items being delivered. Without this approval, East High School personnel are obligated to refuse such items. Substitutions should only exist in emergency situations.

### **Prices**

Bidders are to enter the price per unit (roll, case, etc. as specified) for each item.

Bidders 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 the Extended Total Column must be adjusted if the bidder is quoting a product with a different pack size from the one specified (i.e. it would require more cases of an item packed 48 cartons/case than if packed 60 cartons/case).

### **Rounding**

When a product unit is stated as case, decimals should be carried out two places. For items in a unit of each, decimals will be carried out to three places (to the ½ cent). Sample: .3589 would .360

### **Additional Services**

If the bidder has any additional services they wish to detail that may assist the District in reducing costs or improving efficiencies they may do so by attaching an attachment to this proposal, this information may also be used in the overall evaluation of the bid responses.