

# Request for Proposals RFP #2023

SY 2023 to 2024

Prime Vendor for Food, Non-food Supplies &  
Chemicals

March 22, 2023

**Iowa City Rural Food Service Purchasing Group**

Iowa City Community School District  
Anamosa Community School District  
Benton Community School District  
English Valley Community School District  
Iowa Valley Community School District  
Lone Tree Community School District  
Regina Education Center  
Solon Community School District  
St Joseph Catholic School

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Attachment M: Vendor Submittal Form for Incorrect Product Code, Specification or Pack Size  
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## SECTION 1: INTRODUCTION

### 1.1 Background

The Iowa City Rural Food Service Purchasing Group (ICRFSPG) consists of nine (9) school districts: Iowa City, Anamosa, Benton, English Valley, Iowa Valley, Lone Tree, Regina, Solon and St Joseph. A profile of each district can be found in **Attachment K**.

Members of the ICRFSPG participate in the federally-funded National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and the Summer Food Service Program (SFSP). The NSLP, SBP and the SFSP programs are funded by the Food and Nutrition Services (FNS) of the United States Department of Agriculture (USDA) and administered at the state level by the Iowa Department of Education - Bureau of Nutrition and Health Services (IDOE-BNHS).

### 1.2 Intent of the Request for Proposal (RFP)

The purpose of The Iowa City Rural Food Service Purchasing Group (hereinafter referred to as “School Food Authority” or “District” or “SFA”) Request for Proposal (RFP) is to solicit competitive proposals from qualified suppliers (hereinafter referred to as “vendor” or “contractor” or “bidder” or “distributor”) for foods, supplies, and services.

ICRFSPG intends to award a contract to the most responsive and responsible vendor whose proposal conforms to meeting the minimum requirements of the proposal in accordance to the specifications, general and specific terms and conditions, general instructions, and the conditions of purchase as contained in this Request for Proposal (hereinafter referred to as “RFP”) and addenda.

This RFP is intended to promote fair and open competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this

RFP to a single source, it must be the responsibility of the interested vendor to notify Alison Demory, Nutrition Services Director, in writing, at demory.alison@iowacityschools.org, so as to be received within five (5) business days after the date this RFP is issued by the SFA. The RFP may or may not be changed, but a review of such notification will be made prior to the award of the contract.

### 1.3 Contract Type

A cost reimbursable (cost plus fixed fee) contract will be awarded to the responsive and responsible vendor. The ICRFSPG will select the winning proposal based on the evaluation criteria and the terms and conditions contained herein to award the contract for the School Year (SY)2023-24.

### 1.4 Definitions

*Allowance* means a value per pricing unit that the manufacturer will deduct from the manufacturer's cost to the distributor for this contract.

*Approved brand* is a designation applied to those products in the Excel Spreadsheet for Pricing list identified by the manufacturer, item number, and is pre approved by the ICRFSPG.

*Addendum or Addenda* means a written document(s) added to the issued Request for Proposal (RFP) document. Addendum can be a proposed change, clarification/explanation, or addition of missed information to the original RFP document. The addendum/addenda is made in writing and issued to all potential vendors. The addendum or addenda are considered part of the RFP.

*Average Daily Participation (ADP)* means the average daily number of students who participate in the NSLP and the SBP. The ADP is obtained by dividing the total number of reimbursable lunch or breakfast claimed in a certain month by the number of operating days in the same month.

*Binders/Extenders/Fillers* means substances added to end products to improve texture, proportion, moisture, appearance, or other characteristics. For a list of acceptable substances please refer to FSIS Directive 7120.1 "Safe and Suitable Ingredients Used in the Production of Meat, Poultry, and Egg Products at: <http://www.fsis.usda.gov/wps/portal/fsis/topics/regulations/directives/7000-series/safe-suitable-ingredients-related-document>

*Bureau* means the Bureau of Nutrition and Health Services of the Iowa Department of Education (IDOE).

*Business Days* means the days the SFA is open for regular workdays.

*Cost* is the Distributor's invoice price from the manufacturer/supplied plus inbound freight.

*Child Nutrition (CN) Label* – a voluntary Federal labeling program for the Child Nutrition Programs. The CN Labeling Program is run by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA) in cooperation with the Food Safety and

Inspection Service (FSIS), Agriculture Marketing Service (AMS); and National Marine Fisheries Service (NMFS).

*Child Nutrition Programs (CNP)* – The National School Lunch Program (7 CFR 210) including the Fresh Fruit and Vegetable Program, the Seamless Summer Option, and afterschool snacks, School Breakfast Program (7 CFR 220), Special Milk Program (7 CFR 215), Summer Food Service Program (7 CFR 225), the Food Distribution Program (7 CFR 250), and the Child and Adult Care Food Program (7 CFR 226) are collectively referred to as the Child Nutrition Programs (CNP).

*Contract* means a formal, legally enforceable agreement between the SFA and the vendor. The contract would include the RFP solicitation document, the general and special terms and conditions, any clarifications and amendments made to the RFP, vendor proposal, and the award documents, and any terms implied by law.

*Distributor* means a commercial food purveyor or handler who is independent of a processor and both sells and bills for the end products delivered to Recipient Agencies.

*Distributor's Choice* means the SFA has no preference on the brand on which a price is offered.

*Diverted Foods* means the State of Iowa's commodity processing program for Recipient Agencies.

*End Product* means a commercially produced food product that contains any USDA Donated Foods.

*Extended Price* means the unit price for a product multiplied by the quantity.

*Fee for Service (FFS)* is a Value Pass Through method where the manufacturer bills for the cost of additional ingredients, processing, and delivery to the identified location. The value of the USDA Donated Food is not included in the price for recipient agencies. This method can work as a direct shipment (traditional) or through a distributor (modified).

*Food and Nutrition Service (FNS)* – the agency under the United States Department of Agriculture responsible for administering the NSLP, USDA Foods, and other nutrition and food assistance programs.

*Freight-on-Board (F.O.B.)* – Delivery is “just-in-time” Freight-on-Board to the delivery location(s) identified in this RFP. Delivery charges or fees, if any, shall be included in the bid price. No charges shall be noted on the invoice for delivery or handling fees. If the distributor manages the freight by picking up at the manufacturer's storage facility, or their production plant, the manufacturer agrees to reimburse the distributor the difference between the delivered bid price and the distributors' stock cost including all freight cost.

*Fully Cooked (FC)* means the product has been fully cooked and only requires warming to serve.

*Invoice* means a bill submitted to the SFA by the vendor for services rendered under the contract.

*IQF* means Individually Quick Frozen.

*National School Lunch Act (NSLA)* means the legislation that established the National School Lunch Program (NSLP) (42 USC 1751 et seq.) in 1946.

*Net-Off Invoice (NOI)* means the method where the manufacturer bills the distributor at the commercial price, but the distributor bills the RA at the commercial price net the value of the donated food. Upon delivery to an eligible RA; the distributor requests a rebate for the value of the donated food from the manufacturer.

*Pass Through Value (PTV) of USDA Foods* – This is the value of the USDA Foods ingredients included in processed end products expressed in price per pound or case.

*Piggybacking* allows eligible members (i.e. other school districts) to use the contract by joining at times other than the beginning of the contract period.

*Producer Price Index (PPI)* means a weighted index that measures the average change over time in prices received (price changes) by producers for domestically produced goods, services, and construction. The PPIs measure price change from the perspective of the seller. The PPIs are published by the Bureau of Labor Statistics, U. S. Department of Labor.

*Product Formulation Statement (PFS)* – A signed statement on manufacturer's letterhead that demonstrates how the processed end product contributes to the meal pattern requirements. Generally for end products with no CN label. More information about PFSs can be found at: <http://www.fns.usda.gov/cnlabeling/food-manufacturersindustry>

*Rebate* means the method where the RA pays the commercial price for a processed item and submits a request for the rebate to the manufacturer, who issues a check for the value of the donated food used.

*Recipient Agency (RA)* means a School Food Authority or district (public or non-public) or Residential Child Care Institution (RCCI) that participates in the National School Lunch Program.

*Request for Proposal (RFP)* – It is a formal method of procurement where the type of solicitation documents is a competitive proposal. The RFP identifies the goods and services needed and all significant evaluation factors of which price is of the primary factor to consider an award to the most responsive and responsible vendor.

*Responsible Vendor* means a vendor that has the capability in all respects to perform the requirements of the contract. In determining whether a vendor is a Responsible Vendor, the SFA may consider various factors including, but not limited to, the vendor's competence and qualifications to provide the goods and services requested, the vendor's integrity and reliability, past performance of the vendor and the best interest of the SFA.

*SDS - Safety Data Sheets*

*Skip day delivery Item(s) or DOT Item(s)* - Items not stocked in the warehouse, but will be delivered on the 2nd delivery from ordering day.

*Special Order Item(s)* - Items that are not stocked in the normal warehouse so not immediately available for delivery on the next scheduled delivery date. Typically 2 weeks or longer for delivery.



*State Distributing Agency (SDA)* means State Distributing Agency responsible for the distribution of USDA Foods in the State of Iowa.

*School Food Authority (SFA)* – the governing body that is responsible for the administration of one or more schools, and has the legal authority to operate the Program therein or be otherwise approved by the United States Department of Agriculture (USDA) to operate the Program.

*Standards of Identity (SOIs) for foods* are federal requirements that define what a food product is, its name, and the ingredients that must or may be used in the manufacture of a food. SOIs protect consumers by ensuring labels accurately describe the products contained within the package. Failure to comply places the contractor in violation of the contract with the SFA as well as federal law.

*State Agency (SA)* – Agency identified in an agreement with USDA to administer Child Nutrition Programs. In Iowa, the Iowa Department of Education (IDOE) is the State Agency for administering the Child Nutrition Programs.

*School Year (SY)* – means a period of 12 calendar months beginning July 1 of any year and ending June 30 of the following year.

*Targeted Small Business* means a small business which is fifty-one percent (51%) or more owned, operated and actively managed by one (1) or more women, minority persons, or persons with a disability, as defined in Iowa Code Section 15.102.

*TCS or Time Temperature Control for Safety Foods*, formerly known as Potentially Hazardous Foods - Any food that is natural or synthetic and is in a form capable of supporting the rapid and progressive growth of infectious or toxigenic microorganisms, or the growth and toxin production or 7 toxin production of clostridium botulinum. These foods include an animal food that is raw or heat-treated, a food of plant origin that is heat-treated or consists of raw seed sprouts, leafy greens, cut produce, such as melons and tomatoes, and garlic and oil mixtures.

*USDA Donated Food* means the bulk raw material purchased by USDA and sent to processors for Commodity Reprocessing.

*Value Pass Through (VPT)* system is the system used to credit the value of the USDA Donated Foods contained in purchased end products to the RA.

*Velocity Report* means a report generated by the distributor that provides the quantity, the date of purchase, and other valuable information. The report can be generated by the distributor for products purchased during a specific time period.

*Vendor* means a person, firm, corporation, partnership, or joint venture submitting a Bid for the purpose of obtaining a contract.

*United States Department of Agriculture (USDA)* means the Federal agency designated by the Congress to administer the National School Lunch Program.



## SECTION 2: ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding this Bid from the date of issuance until selection of the successful vendor(s):

Alison Demory, Issuing Officer  
1135 S Riverside Dr, Iowa City, IA 52246  
Email: demory.alison@iowacityschools.org  
Phone: 319-688-1021 Fax: 319-688-1028

### 2.2 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the SFA reserves the right to change the dates:

Event	Date/Time and Location, as applicable
Issue Request for Proposal (RFP)	March 22, 2023
Deadline for submission of vendor questions for the Pre-Proposal Conference	March 28, 2023 by 2:00 p.m.
Pre-Proposal Conference; all distributors that intend to respond to this RFP <b>MUST ATTEND</b>	March 29, 2023; 2:00 p.m. ICCSA Physical Plant Conference Room 1135 S Riverside Dr, Iowa City, 52246
Deadline for submission of any additional information, questions or comments	April 7, 2023 by 4:00 p.m.
Issue responses to vendor questions	April 12, 2023 by 4:00 p.m.
Due date for proposals and location	April 26, 2023 by 2:00 p.m. to: ICCSA Nutrition Services Office Attn: Alison Demory, Issuing Officer 1135 S Riverside Dr Iowa City, IA 52246
Notice of Intent to Award	May 26, 2023
Selected Vendor Start Date	July 1, 2023

## 2.3 Questions, Request for Clarification and Suggested Changes

Vendors are invited to submit questions and requests for clarification, interpretation, and suggestions. All inquiries concerning interpretation, additional clarification, additional information, and questions pertaining to this RFP must be submitted in writing and sent via electronic mail to: Alison Demory at [demory.alison@iowacityschools.org](mailto:demory.alison@iowacityschools.org).

**2.3.1** Questions properly submitted prior to the Pre-Proposal Conference will be answered at the Pre-Proposal Conference or as soon as possible after the conference.

**2.3.2** Questions from the floor at the Pre-Proposal Conference must also be presented in writing. These questions may or may not be answered at the Pre-Proposal Conference.

**2.3.3** All questions will be answered in writing after the conference and sent/emailed to all individuals that signed in at the Pre-Proposal Conference.

**2.3.4** Written communication will override any verbal communication that takes place during the process between any Distributor and any member of the ICRFSPG.

**2.3.5** Inquiries after the Pre-Proposal Conference must also be in writing and submitted via email to [demory.alison@iowacityschools.org](mailto:demory.alison@iowacityschools.org) and received by April 7, 2023 at 4:00 p.m. Routine procedural questions will be answered as promptly as practicable; examples include clarification of submission address or key dates, timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Distributors by April 12, 2023 at 4:00 p.m.

Oral questions (in person or via telephone) will NOT be permitted. Please reference the page(s) and section number(s) if questions pertain to a specific section of the RFP. Inquiries must include the vendor's business name, vendor authorized representative contact name and job title, email address, and phone number.

## 2.4 Response to Inquiries

Written addendum to questions and requests for clarification or interpretation, and suggestions will be emailed on or before April 12, 2023 at 4 p.m. Once issued, all addenda will be considered part of this RFP and posted on the Iowa City Schools Nutrition Department website. The SFA assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into this RFP.

## 2.5 Amendment to the RFP and Withdrawal of the RFP

The SFA reserves the right to amend this RFP at any time. The vendor shall acknowledge receipt of any addendums to this RFP.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and re-submit proposals at any time prior to the deadline. Vendors must notify the Issuing Officer in writing if they wish to withdraw the proposal.

After the deadline for the submission of the proposal, vendors may make a written request to withdraw their proposal and must provide evidence that a substantial mistake has been made or a change in the vendor's ability to perform.

## **2.6 Cost to Prepare the Proposal**

The costs of preparation and delivery of the proposal to the SFA are the sole responsibility of the vendor.

## **2.7 Rejection of RFP**

The SFA reserves the right to reject any or all bids, in whole or in part, received in response to this RFP, and at its discretion, may withdraw or amend the RFP at any time prior to the execution of a written contract. Issuance of the RFP in no way constitutes a commitment by the SFA to award a contract.

## **2.8 Reservation of Rights**

The SFA reserves the following rights:

1. To waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve a vendor's competitive position.
2. To re-award the solicitation to another vendor in the event the awarded contractor defaults in executing the formal agreement; and
3. All awards will be made in a manner deemed in the best interest of the SFA and therefore; the SFA shall select the next most responsive vendor, if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

## **2.9 Public Disclosure of RFP Contents**

Before the Notice of Intent to Award is issued, all details of the RFP will remain confidential. Upon issuance of the Notice of Intent to Award, all RFPs become public information. The release of information by the SFA is subject to Iowa Code Chapter 22 or other applicable laws. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a RFP. The SFA will treat all information submitted by a vendor as public information unless the vendor properly requests that information be treated as confidential at the time of submission.

Any request for confidential treatment of information must be included in the narrative with the vendor's proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and must explain why disclosure is not in the best interest of the public. The request must include: the name, the address, and telephone number of the person authorized by the vendor to respond to any inquiries by the SFA concerning the confidential status of the materials.

An entire RFP cannot be marked confidential. Only those sections that meet the criteria in Iowa Chapter 22 or other applicable laws for confidentiality may be marked and treated as confidential information.

## 2.10 RFP Clarification Process

The SFA reserves the right to contact a vendor for the purpose of clarifying price/package information to ensure mutual understanding. The SFA will not consider information if the information materially changes the RFP the Vendor submitted to the SFA. Failure to comply with requests for additional information may result in rejection of the RFP as non-responsive.

## 2.11 Vendor Disqualification

Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. The SFA reserves the right to accept or reject any part of any proposal and to accept or reject any and all proposals without penalty. This RFP is designed to provide the vendor with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each vendor is responsible for determining the factors necessary for submission of a comprehensive proposal. A proposal may be rejected for various reasons, including but not limited to any of the following reasons:

The vendor fails to deliver the proposal by the due date and time.

The vendor fails to comply with requests for additional information for clarification purposes, or for requests for documents and references within the time specified.

The vendor presents information requested by this RFP in a format that is inconsistent with the instructions of this RFP.

The vendor response limits the rights of the SFA.

The vendor response materially changes the service requirements.

The vendor states a service requirement cannot be met.

The vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

The vendor rejects in whole or in part the Terms and Conditions of this RFP.

Modifications, additions or changes to the Terms and Conditions of this RFP

The vendor submitting a proposal with missing or inaccurate pricing information on the *Official Pricing Spreadsheet* may be ineligible for evaluation and selection for an awarded contract.

Erasure or the use of typewriter correction fluid on the RFP is not acceptable. Prior to submission of the RFP, errors may be crossed out, corrections entered and initialed by the vendor's authorized contact.

The vendor initiates unauthorized contact regarding the RFP with the SFA or employees/agents of the SFA.

The vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

The vendor fails to disclose any matters that might be conflict of interest, real or apparent, shall constitute a material breach of the contract.

## **SECTION 3: VENDOR QUALIFICATIONS AND RESPONSIBILITIES**

### **3.1 Requirements**

The SFA is looking for a Prime Vendor to provide the food, supplies, and services listed in this RFP.

If the vendor is unable to provide food, supplies, and services to the SFA, the vendor must briefly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the vendor RFP may be rejected.

In case of default by the awarded contractor, the SFA, after due notice, may procure the necessary food, supplies, or services from other sources and hold the awarded contractor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).

Continuous documented instances of noncompliance with contract terms and conditions may result in termination of the contract.

The vendor will provide names and contact information of five (5) references, three of which must be current Iowa school district customers and two of which must be former Iowa school district customers. Districts should be of varying enrollment. Information in the narrative should include the vendor's total years of service to Iowa schools and the current number of Iowa school districts served.

Certified businesses owned, operated, and actively managed by women, minority persons, and individuals with disabilities or service-connected disabled veterans, as well as labor surplus area firms are encouraged to apply.

Targeted Small Businesses, defined as small businesses which are fifty-one percent (51%) or more owned, operated and actively managed by one (1) or more women, minority persons, or persons with a disability, as defined in Iowa Code Section 15.102 must provide certification of this status in their bid proposal.

The products and pricing of the awarded contract may be available for other SFAs or eligible entities (piggybacking), after the initial contract is awarded. By submitting a proposal, the vendor agrees to make the same contract terms and conditions, products and price available to other SFAs and eligible entities. The SFA will not in any way incur any liability in relation to specifications, delivery, payment, or other aspect of purchases by any other SFA or other eligible entities.

If the value of this contract increases by 15% (exceptions noted below) in a school year, it will constitute a material change. This will require the SFA to re-bid the contract. In general, a material change can be thought of as a change made to a contract after it has

been awarded that alters the terms and conditions of that contract substantially enough, to the extent that had other vendors known of these changes in advance, they could have bid differently and more competitively. As such it is not expected that the total value of this RFP will increase or decrease significantly.

Exceptions:

1. Items added due to discontinuation of a product(s) on the contract will not be counted.
2. If a major catastrophic event, such as a pandemic, occurs that results in supply chain disruptions or other temporary discontinuation of certain products, this will not be counted.
3. Changes in or additions to Diverted Foods will not be considered as new when calculating increases in value.

### **3.2 Federal Procurement Requirements**

All vendors submitting a Request for Proposal agree to comply with all the required contract provisions identified in Child Nutrition Programs procurement regulations for those programs the SFA operates. The applicable regulations are NSLP 7 CFR Part 210.21, SBP 7 CFR Part 220.16, SMP 7 CFR Part 215.14a, SFSP 7 CFR Part 225.17, CACFP 7 CFR Part 226.22, FDP 7 CFR 250, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

### **3.3 Business Ethics**

The vendor must have a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that the vendor's standing in any matters whatsoever would preclude it from participating in a contract. The vendor shall provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within the last four (4) years.

The vendor shall comply with any reasonable requests for information.

The vendor shall not include, without prior approval; the SFA's name in a published list of customers.

The vendor agrees not to publish or cite in any form any comments or quotes from the SFA without prior approval.

The vendor agrees not to refer to the contract award in commercial advertising in such a manner as to state or imply that the vendor products or services provided are in any way endorsed or preferred by the SFA.

The vendor must note any matters that might constitute a conflict of interest, real or apparent.

### **3.4 Processed Product Documentation**

Child Nutrition (CN) labels and Product Formulation Statement (PFS) for processed product(s) are a manufacturer's communication with the SFA on how the product(s) may contribute to the meal pattern requirements for meals served under CNPs.

The awarded contractor will be required to provide the SFA with CN labels or Product Formulation Statement (PFS) for all food products that do not have a Standards of Identity. The watermarked CN labels or PFS must be compiled into a book or in an electronic format and provided to the SFA by the first operating day of each SY. **Failure to provide required Product Specification Sheets or approved equivalent may be grounds for termination of the Contract.**

**3.4.1 Product Formulation Statements** The PFS must be current and accurate. Awarded contractor shall provide updated and new PFS within five (5) business days after the request is made by the SFA throughout the SY. The PFS must be on a signed manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirements. Creditable ingredients listed in the PFS must match a description in the *Food Buying Guide for School Meals Programs*. The PFS should verify that the product's contribution to the meal pattern requirements is not greater than the serving size of the product. PFS should assure that the creditable components are in the finished product.

**3.4.2 CN Labels** CN label with a watermark displaying the product name and CN number for processed products that do not have a CN Label on the product carton.

### 3.5 Ordering Procedures

- The SFA prefers an online ordering process.
- Awarded contractor must be able to show all contracted market basket products and filter non-contract products from electronic ordering systems available to the SFA.
- Awarded contractor will provide selected SFA staff necessary training to set-up and utilize an electronic ordering and accounting management system.
- Awarded contractor will train selected SFA staff at no additional cost to the SFA.
- Ordering shall be in full case quantities whenever possible. Broken case orders will be kept to a minimum.
- Orders will be transmitted as mutually agreed upon by the awarded contractor and the SFA.
- Sales to any individuals (non-SFA) using the awarded contract is strictly prohibited.
- Sales to SFA's sponsored groups using the awarded contract may be authorized only by the SFA.
- All substitutions require the prior approval of the SFA. If the awarded contractor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been granted by the SFA.

**3.5.1 Unknown Items** The need may arise to add a limited number of items to the Unknown/ Future Products Fixed Fees Spreadsheet. The SFA expects that pricing will be obtained for new products added during the life of the contract. The total value of these items must not constitute a material change to the contract. The



fixed (handling) fee for products in each category will be identified for products yet unknown on **Attachment J**. It is to remain fixed for the life of the contract. The cost of the items should be determined using Net Cost.

**3.5.2 USDA Foods - Diverted Foods Option** Members of the ICRFSPG participate in the USDA Foods program for Diverted Foods. This program diverts USDA Foods to manufacturers for further processing into ready-to-use end products for use in Child Nutrition Programs. On May 1, 2018, USDA published the Final Rule: Revisions and Clarifications in Requirements for the Processing of Donated Foods. This rule revises and clarifies requirements in 7 CFR Part 250 for the processing of USDA Foods, formalized processing options and rewrote Subpart C, Processing and Labeling of Donated Foods. In order to be compliant with the final rule, the State Distributing Agency (SDA) determined that the best option required a change to a Net-off-Invoice (NOI) Value Pass-Through process for the Diverted Foods option for USDA Foods. The NOI process requires the SDA to procure a commercial vendor (distributor) to provide warehouse and delivery services of USDA Diverted Foods. The SDA issued a Request for Proposals (RFP) for vendors to provide warehouse and delivery services of USDA Foods for Diverted Foods. For SY 2021-2022, Martin Brothers Distributing is the vendor awarded the contract to provide warehouse and delivery services for Diverted Foods to Recipient Agencies (RA) participating in the school meal programs. Therefore, this RFP is only for distribution services for commercial food products and non-food supplies. THIS GROUP LISTED IN ATTACHMENT L WILL NOT BE INCLUDED IN THE FINAL PRICE TOTALS WHEN EVALUATING PROPOSALS.

### **3.6 Compliance with 7 CFR § 210.21 NSLP Cost Reimbursable Contract Provisions**

The awarded contractor must be able to comply with 7 CFR § 210.21(f) *Cost reimbursable contracts – (1) Required provisions*.

1. The SFA will pay allowable costs from the nonprofit school food service account net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
2. The contractor must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable, that is, can be paid from the nonprofit school food service account and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
4. The contractor determination of its allowable costs must be made in compliance with applicable Departmental and Program regulations and Office of Management and Budget cost circulars.

5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the Bureau, the SFA may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually.

### 3.7 Safety Data Sheets

Safety Data Sheets (SDS) are required for all chemicals. In the narrative section, Distributor will provide a statement on how they plan to provide the SDS. Failure to provide SDS may be grounds for termination of the contract. Selected Distributor(s) shall provide SDS for any new chemicals prior to delivery of product to each district and within five (5) business days after request.

## SECTION 4: FORMAT AND CONTENT OF THE PROPOSAL

### 4.1 Instructions

All submitted responses should adhere to the instructions and format requests outlined in this RFP. The instructions are designed to facilitate a uniform review process. All responses must follow the outline below, including the numbering, section, and subsection headings as they appear here. Vendors are asked to be brief and to respond only with the information sought. Proposals must provide all information noted in this RFP, per issued forms, or on vendor's letterhead, when appropriate and have required signatures. All information requested in the RFP must be received at the time of submission.

### 4.2 Format

**4.2.1 Typed** The response should be typed on white 8 ½" x 11" paper, single-spaced with 1" margin using Arial font style no smaller than font size 11.

**4.2.2 Page Numbering** All pages should be numbered consecutively beginning with number one (1) on the first page of the narrative (this does not include the cover page or the table of contents page) through to the end, including all forms and attachments.

**4.2.3 Formatting** All information should be presented in the same order and format as described in RFP section **4.3 Response Content**.

**4.2.4 Vendor Name** For clarity, the vendor's name should appear on every page, including Attachments.

**4.2.5 Number of Copies** Submit one (1) original and eight (8) copies of the complete proposal package, including The Official Pricing Spreadsheet (**Attachment L**) and copy file to nine (9) electronic mediums (flash drives) to the Issuing Officer in clearly labeled envelopes. The original will be labeled "original" and the copies labeled "copy."

**4.2.6 Envelope Labeling** Envelopes should be clearly labeled with Vendor Name, and Authorized Vendor Representative's contact information (email and phone number).

## 4.3 Response Content

**4.3.1 Optional Table of Contents** - The vendor may include a Table of Contents

### **4.3.2 Acknowledgement and Acceptance of Terms and Conditions - Attachment A**

Vendors shall sign to acknowledge:

- Vendor's authorized individual and contact information. The attachment shall be signed by an individual authorized to legally bind the vendor.
- The vendor shall acknowledge in the letter the receipt of any amendments and receipt of the SFA's responses to questions submitted by vendors.
- The vendor shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in this RFP. However, if the vendor objects to any term(s) or condition(s), the vendor must specifically refer to the page(s) and section(s) clearly identifying the term and condition they object to and include a statement recommending term(s) and condition(s) the vendor would find acceptable. Rejection in whole or in part to the Terms and Conditions may be cause for rejection of a vendor's proposal.

### **4.3.3 Narrative Content - Attachment B**

Distributor will summarize and clarify selected topics as identified in the RFP. A summary of required information is captured in this attachment. Additional information may be supplied as needed. Narrative should be no more than 10 pages

### **4.3.4 Suspension and Debarment Certification - Attachment C**

### **4.3.5 Certification of Lobbying - Attachment D**

### **4.3.6 Assurance of Civil Rights Compliance - Attachment E**

### **4.3.7 Food Safety and Quality Control Plan - Attachment F**

*Certification Statement Regarding Food Laws* The awarded vendor shall operate in accordance with industry standard Hazard Analysis Critical Control Points (HACCP) procedures that are in compliance with federal regulations for safe food handling and quality assurance practices. The SFA may inspect the awarded vendor facilities and vehicles.

### **4.3.8 References - Attachment G**

The vendor shall submit five (5) references, as described in Section 3.1. The following must be listed for each reference:

- Contact Name
- Agency Name
- Phone Number
- Electronic Mail Address

#### 4.3.9 Assurance of Non-Collusion or Certificate of Independence - Attachment H

The vendor assures that this RFP has been prepared independently. The vendor assures that any business entity represented by the vendor has not received

compensation for participation in the preparation of any specifications, or General Terms and Conditions, and prices related to this RFP.

Neither the vendor, nor any business entity represented by the vendor, nor anyone acting for such a business entity, has violated the Federal Antitrust Laws with regard to this RFP.

#### 4.3.10 House Brand and Grade Identification Chart - Attachment I

#### 4.3.11 Unknown/Future Products Fixed Fees - Attachment J

#### 4.3.12 District Profiles - Attachment K

#### 4.3.13 Official Pricing Spreadsheet - Attachment L

Vendors must follow the **instructions found on the first sheet of the *Official Pricing Spreadsheet*** (Excel format).

Product Volume Estimates: All volume estimates provided in this RFP are based on historical usage data of SFA. While good faith efforts are made in providing the quantities listed in this RFP, quantities are for estimation and planning purposes only. The accuracy of the product volume estimates may be affected by a number of factors including but not limited to availability of Federal funds and other subsidies, availability of USDA Foods, student preferences, budgetary constraints, and product prices, changing market conditions, product unavailability due to manufacturer discontinuance, or unintentional errors or omissions. The listed quantities are subject to change, with no guaranteed minimum order implied by this request for RFP.

**4.3.14 Specifications** The Products listed herein are identified by commonly understood terminology. The product specifications are the result of thorough research and represent the latest information available. In some cases, the products are brand -specific because ICRFSPG had justification due to student taste testing, sales records, or specific recipe needs. If Distributors find any erroneous product brand code numbers or requests a change in pack type (bags versus can) or pack size, inform the SFA by using the Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size, **Attachment M**.

#### **Meat/Meat Alternates**

1. Meat and Poultry Inspection: All meat and poultry produced under the terms of these specifications must be derived from animal (or bird) carcasses, which have been inspected by government (Federal or State) officials. Cut-up or further processed meat, from either Federal or State inspected plants, must bear inspection stamps on the box or package. Moreover, the Product must be produced in plants, which meet Federal or State sanitation requirements.
2. Institutional Meat Purchase Specifications (IMPS): Insofar as practical; IMPS numbers should show on wholesale cartons. If not, a Manufacturer must certify to

the Selected Distributor(s) and/or user that the Product meets the IMP specifications.

3. Meat and Poultry Grades: If appropriate, USDA grade stamps must be on cuts or boxes upon delivery.
4. Raw or Cooked: Meats, poultry and seafood are deemed to be raw (uncooked) unless the term cooked is used. The term cooked implies fully cooked unless a lesser degree of doneness is specified.
5. Breading of Meat and Poultry Products: Specifications for breaded meat and poultry products require not more than 30 percent breading at time of packaging. Selected Distributor(s) may be required to furnish dated certificates from Manufacturers showing the Manufacturer's specifications on range of breading.
6. Cured Pork Products: Identify products as cooked ham, cooked ham with natural juices, or cooked ham with water added.
7. Egg Grading: Fresh eggs must be USDA Grade A. The USDA Grade must be indicated by a shield on the carton.
8. Fish Inspection and Grading: Breaded products must bear either a Packed Under Federal Inspection (PUFI) shield or Department of Commerce (USDC) grade shield.
9. Vegetable Protein Products (VPP): Under current USDA guidelines, the fully hydrated VPP must be no less than 18 percent protein, by weight. Since VPP extenders may vary in source or content, the current procedure is to address the mix in terms of percent meat, i.e., 70 percent minimum of beef, meaning that the extension is 30 percent, the maximum allowed. Carton labels should clearly state the percentage of meat (or extender) or carry a CN label.

#### Fruits and Vegetables – Canned, Frozen, Dried

1. Grades: Unless otherwise stated in the specification, the top quality specified for canned fruits and canned vegetables is Grade A (Fancy).
2. 100% Juice, Portion or Bulk Pack: Must meet USDA Grade Standards for Grade A canned, single strength juice or if the product is from concentrate, it must meet the brix and acid requirements of canned single strength juice.
3. Extra Light Syrup: Distributors who provide canned fruits in extra light syrup will be viewed favorably.

#### Seasonings

Complete House Brand and Grade Identification Chart (**Attachment I**) for seasonings. All prices will be compared on a per ounce basis within pack size specified if necessary.

**4.3.15 Procurement Procedures** Explain current procurement procedures including, but not limited to the following questions:

1. **All Fresh Produce** shall use date of **April 3-7, 2023** for pricing.
  - a. Describe procedures for ensuring TCS foods are held at appropriate temperatures during handling, shipping, and storage. Include procedures used if a product is not at appropriate temperature as defined by current Iowa Food Code when delivered to Distributor and when delivered to the ICRFSPG parties.

- b. How do you ensure the degree of maturity meets the ICRFSPG specification, for example, how do you handle green-tipped bananas and ready-to-serve melons? What percent of product decay is acceptable?
- c. What is the return procedure and timeframe for return?
- d. How do you handle shortages/outages?
- e. All fresh produce must be grown and handled according to GAP (Good Agricultural Practices). A GAP certification or evidence of other food safety certification may be required by ICRFSPG of any fresh produce producer/packer.

## 2. Domestic and International Produce

- a. What grade range is acceptable? What percent can be below the grade specified?
- b. What are normal pack sizes? Explain procedure for smaller pack sizes.

## 3. Local Fresh Produce

- a. How will ICRFSPG parties know the source of the local foods? Does the grower have any promotional material so ICRFSPG parties can promote local foods?
- b. How is the Product packed? Are there normal pack sizes? If yes, what are the pack sizes? Does pack size vary between growers?
- c. GAP Certification (or other food safety certification) must be provided for local foods sold to the ICRFSPG parties. Certification will be required at the time the Product is delivered.

**4.3.16 Chemicals** All products must conform to environmentally preferable cleaning and maintenance supplies standards per state and federal law. "Environmentally preferable cleaning and maintenance products" include, but are not limited to, cleaning and maintenance products identified by the Iowa Department of Administrative Services (DAS) and posted on the department's internet site <http://das.iowa.gov/>.

1. All prices will be compared on a rack or dilution ratio price. Provide the following information on Excel Spreadsheet for Pricing (**Attachment L**)
  - a. Cost per gallon of Product diluted to Manufacturer's suggested dilution ratio (even if not furnished in gallon containers)
  - b. Dilution ratio of product to ratio of water
2. Manufacturer is expected to provide, install, and maintain all dispensing units during Contract life at no cost to the ICRFSPG. At the end of the Contract period, the Manufacturer is responsible to disassemble and remove all dispensing equipment at no cost to the ICRFSPG.
3. SDS will be required for all products, yearly and when Product is reformulated.
4. Distributor(s) that provide products that are Green Certified and provide effective cleaning will be viewed favorably.

## 4.3.17 Vendor Submittal Form for Incorrect Product Code, Specification or Pack Size - Attachment M

If a Distributor finds any erroneous product brand code numbers or requests a change in pack type (bags versus can) or pack size, inform the SFA by using the Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size, **Attachment M**



## SECTION 5: CONTRACT TERMS AND CONDITIONS

### 5.1 Precedence for Contract Documents

Upon notification of Intent to Award, this RFP shall constitute the contract between the SFA and selected vendor. This awarded contract will represent the contractual requirements listed in this RFP, amendments to this RFP, and selected Prime Vendor proposal. Failure to execute the awarded contract will disqualify the awarded contractor and the next responsive and responsible vendor with the next highest scoring points will be awarded a contract. The SFA has full responsibility for ensuring that the terms of the contract are fulfilled.

Once proposals are opened they become the property of the SFA and will not be returned.

### 5.2 Appropriated Funds

Any and all payments to the vendor are dependent upon and subject to the availability of funds to the SFA for the purpose set forth in this agreement. In the event no funds or insufficient funds are appropriated for payments due under a contract made pursuant to this RFP, the SFA shall immediately notify the vendor awarded the contract of such occurrence but the SFA shall have no further obligation.

### 5.3 Contract Period

The contract period will begin July 1, 2023 and continue for twelve (12) consecutive months ending June 30, 2024. The pricing submitted is considered valid for the Contract Period.

### 5.4 Contract and Price Renewal/Extension

The SFA intends to award a contract for a one (1) year period. The SFA will have the option for four (4) one-year renewals by mutual agreement of the SFA and the vendor.

Contract renewal shall be based on:

1. Price
2. Customer satisfaction with product
3. Customer service

At time of renewal, the vendor may petition the SFA for a price increase of products. The petition shall be submitted in writing at least sixty (60) days before the proposed effective date of price increase. Petitions must include supporting documentation for proposed price increase using the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Bureau of Labor, Bureau of Labor Statistics.

Option Year 1: July 1, 2024 to June 30, 2025

Option Year 2: July 1, 2025 to June 30, 2026



Option Year 3: July 1, 2026 to June 30, 2027

Option Year 4: July 1, 2027 to June 30, 2028

## 5.5 Contractor Responsibility

The awarded vendor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in this RFP, the vendor's response to the RFP, and the resulting contract. Following execution of the contract, the vendor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

## 5.6 Contract Termination

Except as otherwise provided within the Terms and Conditions of this RFP and per Child Nutrition Programs procurement regulations, the resulting contract may be terminated in whole, or in part, by either the SFA or the vendor for any reason including in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party; provided that:

- A written notification (delivered by certified mail, return receipt requested) of intent to terminate is given at least thirty (30) days prior to the effective date of such action.
- The party terminating the contract provides the party to be terminated a reasonable opportunity to rectify the defects in products or performance, prior to termination.

The SFA may terminate the contract due to noncompliance and nonperformance with Federal and State regulations, effective immediately after written notification by the SFA to the awarded contractor.

## 5.7 Conflict of Interest Clause

The vendor will maintain a written code of standards of conduct governing the performance of their employees engaged in the administration of contracts. No employee, officer, or agent of the vendor shall participate in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above has financial or other tangible personal interests that conflict with the ethics and standards of business conduct of the vendor.

## 5.8 Buy American

The vendor will comply with the Buy American provision. The Buy American Provision in Section 12(n) of the NSLA requires SFAs to purchase, to the maximum extent practicable, domestic commodity or product. This provision supports American agriculture. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or product" as an agricultural commodity that is produced in the United States (U.S.) and a food product that is processed in the U.S. substantially using agricultural

commodities produced in the U.S. “Substantially” means over 51% of the final processed product (by weight or volume) must consist of domestic agricultural commodities. This means that unprocessed, agricultural commodities must be domestic. Processed food must be processed domestically and must contain agricultural food that is over 51 percent domestically grown, by weight or volume as provided in the specifications.

In order to be in compliance with the Buy American provision, the SFA requires the vendor to:

1. Provide documentation to verify the percentage of U.S. content in any processed end product.
2. To allow periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses.
3. Require a certification of domestic origin for agricultural products which do not have country of origin labels. For each product with no country of origin label, complete the information in the following statement:
  - a. “The vendor certifies that (*insert product name*) was processed in the U.S. and contains over (*insert % weight or volume*) of its agricultural food component from the U.S.”

There are limited exceptions to the Buy American provision in circumstances when use of domestic foods is truly not practicable. These exceptions are:

- The food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic food product.

In order to be in compliance with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process: To be considered for an alternative or exception, the request must be submitted in writing to Alison Demory, 1135 S Riverside Dr, Iowa City, IA 52246 or [demory.alison@iowacityschools.org](mailto:demory.alison@iowacityschools.org), a minimum of two (2) days in advance of delivery.

The request must include:

1. Identify an alternative substitute(s) that is domestic and meets the required specification including:
  - a. Price of the domestic food alternative substitute(s); and
  - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
  - a. Price of the domestic food product; and
  - b. Price of the non-domestic food product that meets the required specification of the domestic product.

## 5.9 Equal Employment Opportunity

The vendor shall comply with the Executive Order 11246, “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

To comply, the vendor will:

1. Provide equal opportunity to all qualified persons, to prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.

2. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
3. That the applicants are employed and treated fairly during employment, which shall include, but is not limited to the following: upgrading, demotion, or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.
4. The vendor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
5. USDA Non-Discrimination Statement - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;  
fax: (202) 690-7442; or  
email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

6. Iowa Non-Discrimination Statement - It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office building, 400 E. 14th St. Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; website: <https://icrc.iowa.gov/>.

By submitting a response, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provisions of Executive Order 11246, Executive Order 11375, and 40 CFR part 60.

#### **5.10 Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

The vendor is required to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **5.11 Energy Policy and Conservation Act (42 U.S.C. 6201)**

The vendor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **5.12 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

The vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5).

#### **5.13 Insurance**

The vendor awarded the contract shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Should any required insurance be canceled before the expiration date, the issuing company will mail 30-days written notice to the SFA. The awarded vendor shall meet the statutory requirements of the State of Iowa for workers' compensation coverage and employer's liability insurance.

#### **5.14 Food Recall**

The awarded vendor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The vendor should have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA site(s) in an expedient, effective, and efficient manner. The awarded vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

### 5.15 Fill Rate

The awarded vendor must be able to guarantee a 96% fill rate on all deliveries made, by school or delivery location. The following information must be provided to the SFA:

1. Monthly fill rate reports for all schools served.
2. Fill rate is calculated by dividing the number of units delivered by the number of cases ordered by school/delivery location.
3. Show orders on both the "Ordered" date and the "Delivered" date.
4. Substitutions, even though pre-approved, will not count as order filled. Substitutions will reduce the fill rate.
5. Special order items, as indicated on monthly price up-date, are not included in the fill rate.
6. Inability to consistently meet the 96-98% fill rate may result in the termination of the contract.
7. The awarded vendor will provide procedures for Special Orders and Skip Day orders.

### 5.16 Substitutions

All substitutions require the prior approval of the SFA Nutrition Services Director, Alison Demory. If the awarded contractor is temporarily out of stock of a particular item, an equal or superior item may be delivered. Approved substituted items still reduce the awarded vendor's fill rate (refer to Section 5.15).

In the event of significant price escalation, the SFA, at its sole discretion, may discontinue purchase of an item. The awarded vendor may suggest to the SFA Nutrition Services Director, Alison Demory or designated authority acceptable substitutions at equal or lower price.

The awarded vendor will notify the SFA at least thirty (30) days prior if there is a product discontinuance, manufacturer, pack size and other product changes, and house brand packer. The awarded vendor will coordinate to an acceptable product transition with the SFA.

Although manufacturer product changes and discontinuations are not the responsibility of the awarded vendor, it is expected that the awarded vendor informs the SFA at least thirty (30) days prior to the change. A copy of the manufacturer's notification notice may be requested by the SFA.

Food product substitutions must meet the Buy American Provision. The awarded vendor will notify and require prior approval of the SFA Nutrition Services Director, Alison Demory or designated authority if non-domestic food products will be substituted. The SFA will maintain documentation for prior approval of non-domestic food products which will include alternative considerations prior to approving a non-domestic product and reasons for making exceptions to purchasing a domestic agricultural product. The two exceptions for the purchase of non-domestic agricultural products are:

1. The food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

2. Competitive bids reveal the costs of a U.S. product is “significantly higher” than the non-domestic product. The SFA has the discretion to determine the amount or percentage that is considered “significantly higher.”

### 5.17 Confidentiality of Proposal

In submitting a proposal, the Vendor agrees not to disclose or otherwise reveal the contents of its RFP to any source outside of the SFA contact, government or private, until after the award of the contract. All vendors who submit a proposal are advised that they are not to have any communications with the SFA during the evaluation of the proposal (i.e., after the opening of the proposals and before the award of the Contract), unless the SFA Issuing Officer contacts the vendor for the purpose of seeking clarification. Only those communications with the SFA as authorized by this RFP are permitted.

### 5.18 Protest Procedures

Per IAC Chapter 11.117.20 (8A) any vendor that filed a timely bid or proposal and that is aggrieved by an award may appeal the decision by filing a written notice of appeal within five (5) calendar days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. Protests must be in writing and provide specific reasons with supporting documentation for the protest.

Vendors whose proposal has been filed in accordance with the requirements of this RFP may appeal the decision by filing a written notice of appeal to:

Chace Ramey, Deputy Superintendent  
1725 North Dodge St, Iowa City, 52245

A copy of the appeal shall also be submitted to the Issuing Officer. A notice of appeal must be filed within five (5) business days. The appeal must clearly and fully identify all issues being contested by referencing the page(s), section(s), line number(s) and/or the Notice of Intent to Award. A notice of appeal may not stay the negotiations with the apparent successful vendor.

### 5.19 Indemnification

Awarded vendor shall indemnify participating SFA from and against any and all claims, demands lawsuits, liabilities, judgments, and expenses (including attorney fees and other costs of litigation) arising out of or relating to injuries, disease, or death of persons or damages to or loss of property resulting from or in connection with the negligent performance of this contract by the vendor, its agents, employees, or one for whom the vendor is responsible. The vendor liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities, and liabilities are assumed by the vendor under this paragraph shall not extend to any liability caused by negligence of the participating SFA or its employees.

## 5.20 Force Majeure

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Contract or participating SFA.

## 5.21 Record Keeping Requirements

By responding to this RFP, the vendor awarded the Contract understands that the participating SFA, the U.S. Department of Agriculture, the Bureau, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the vendor(s) awarded the contract must provide all documents necessary for an independent auditor to conduct the participating SFA's single audit.

The vendor awarded the contract must retain all pertinent records identified by source, type, and category for a minimum of three (3) years after the participating SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

# SECTION 6: EVALUATION OF PROPOSALS

## 6.1 Evaluation

Proposals that are submitted prior to or on the due date and time and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this RFP. The evaluation process is developed to award the contract to the lowest responsive and responsible vendor.

## 6.2 Evaluation Criteria

**Response Content:** All attachments and required documents must be included. Incomplete documentation may result in rejection of the Proposal.

**Price:** Maximum of Forty (40) points. The Distributor submitting a complete and fully responsive Proposal, with the lowest aggregate extended price will be awarded the most points in each package, a full forty points. Distributors submitting complete and fully responsive Proposals for prices greater than the lowest price will receive proportionately fewer points. Increments of five (5) points will be deducted for next lowest bidders. Completeness of bid points will be deducted based on the percentage of non-bid items in the following increments:

- 95%-100% = 0 points deducted
- 90%-94.99% = 10 points deducted
- 85%-89.99% = 20 points deducted
- 70%-84.99% = 30 points deducted



**Completeness of Product Line:** Maximum of Thirty (30) points. The Distributor submitting the most complete, fully-responsive proposal for each package will be awarded the most points in each package. Distributors submitting complete and fully-responsive proposals with fewer products per group represented will receive proportionately fewer points.

Points will be deducted for these items:

- Special Order Products: 1 point for every 5 special order items
- Skip Day Delivery Item: 1 point for every 15 skip day items
- Non-bid Items: 2 points for every non-bid item
- Items bid with differing component contributions or nutritional profiles: 1 point for every non-conforming item bid
- School Fill Rates:
  - 96%-100% = No deduction
  - Every 5% below 96% = an additional 5 points deducted
  - If no fill rate is reported = 30 points will be deducted

**Distributor Reputation:** Maximum of Twenty (20) points. Points will be awarded based on:

- Number of Iowa school districts currently served: Most receives 5 points, 1 point increments will be deducted for the next lowest.
- Years of servicing schools in Iowa: Greatest number of years equals 5 points, 1 point increments will be deducted for the next lowest.
- References: Points will be awarded based on scale ratings from provided reference schools. Total of 10 points may be awarded.

**Service Characteristics:** Maximum of Ten (10) points. Points will be awarded based on:

- Online ordering features
- Ability to meet delivery schedule preferences
- Accounting systems such as invoices, rebates, credits, etc
- Ability to provide required documentation, such as PFS and SDS
- Reports available to each SFA

### 6.3 Evaluation Committee

The SFA intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The SFA evaluation team will review the proposals using the evaluation criteria outlined in this RFP.

The SFA will evaluate each proposal independent of other proposals. As part of the evaluation process, the SFA may request samples, for example NEW products and any substitutions.

1. Samples requested will be a full or partial case.
2. Samples may be unboxed but must be labeled when requested for testing.

Product samples required for testing purposes will be requested by the SFA's designated contact person. Product samples are to be delivered within ten (10) business days of the request to the appropriate site(s).

The Evaluation Committee will evaluate proposals using the noted evaluation criteria, based on a hundred (100) possible points. The evaluation process is designed to award the Contract not necessarily to the Distributor with the lowest prices, but rather to the responsible Distributor with the best combination of attributes to successfully perform the required services and be most advantageous to the members of the ICRFSPG. Factors without points assigned will not be used in computing the total score but will instead be used to determine completeness of the proposal and possible disqualification.

## 6.4 Proposal Content

These instructions are provided to facilitate a uniform review process. Failure to adhere to the proposal format may result in disqualification. All proposals are due by April 26, 2023 by 2:00 p.m. at the Nutrition Services Office, 1135 S Riverside Dr, Iowa City, IA 52246

**6.4.1** Submit one (1) original and eight (8) copies of the complete proposal package, including The Official Pricing Spreadsheet (**Attachment L**) and **copy file** to nine (9) electronic mediums (flash drives) to the Issuing Officer in clearly labeled envelopes. The original will be labeled “original” and the copies labeled “copy.” Proposal packages may be mailed or personally delivered to the address listed above.

**6.4.2** Proposal shall include all items as listed in **Section 4.3 Response Content**

	Criteria	Checklist	Completed and Submitted: Y or N
	<b>Requirements</b>		
	Table of Contents	Recommended	
	Attachment A: Acknowledgement and Acceptance of Terms	Mandatory	
	Attachment B: Narrative Contents	Mandatory	
	Attachment C: Suspension and Debarment Certification Form	Mandatory	
	Attachment D: Lobbying Certification and Disclosure of Lobbying Activities Form, if applicable	Mandatory	
	Attachment E: Assurance of Civil Rights Compliance	Mandatory	
	Attachment F: Certification Statement Regarding Food Laws	Mandatory	
	Attachment G: References	Mandatory	
	Attachment H: Certificate of Non-Collusion or Certificate of Independence	Mandatory	
	Attachment I :House Brand & Grade ID	Mandatory	
	Attachment J: Unknown/Future Products Fixed Fees	Mandatory	
	Attachment K: Member Profiles	N/A	N/A
	Attachment L: Official Pricing Spreadsheet	Mandatory	
	Attachment M: Vendor Submittal Form for Incorrect Product Code, Specification or Pack Size	Mandatory	
	Attachment N: Proposal Certification & Contract Award RFP	Mandatory	
	<b>Evaluation Criteria</b>	<b>Maximum Score</b>	
	Price	40 points	
	Completeness of Product Line	30 points	
	Distributor References	20 points	
	Service Characteristics	10 points	
	<b>Total Possible Score</b>	<b>100 points</b>	

## SECTION 7: AWARD AND POST AWARD

### 7.1 Notice of Intent to Award

The SFA will issue a Notice of Intent to Award letter to the selected vendor whose proposal will be recommended to each ICRFSPG party's Board of Directors for contract approval. Vendors who were not selected will also be notified at this time. The contract will be final when approved by each member's Board of Directors.

## 7.2 Award

In accordance with each ICRFSPG party's policies, if any or all parts of Vendor's Proposal are accepted by the ICRFSPG party, the Board of Directors of each such party shall affix its signature on the Proposal Certification and Contract Award (**Attachment N**) and collectively this RFP and the vendor proposal to this RFP, to the extent accepted by the ICRFSPG party, shall become the Contract and shall represent the entire agreement between the ICRFSPG party and awarded vendor. Any conflict between the terms and conditions of the RFP and the Proposal documents will be resolved in favor of the SFA.

## Attachment A

### Acknowledgement and Acceptance of Terms and Conditions

---

Re: RFP #2023

Thank you for the opportunity to respond to the Request for Proposal RFP #2023.

#### CONTACT INFORMATION

The following individual has prepared the proposal and will serve as the primary contact for proposal questions and contract execution.

VENDOR: \_\_\_\_\_

PRIMARY CONTACT: \_\_\_\_\_

CONTACT ADDRESS: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

#### ACKNOWLEDGEMENT

\_\_\_\_\_ (vendor) has received the full copy of RFP #2023, as well as the SFA's responses to vendor questions and all addenda.

I certify that the contents of this request for proposal submitted on behalf of \_\_\_\_\_ (vendor) in response to Request for Proposal RFP #2023, are true and accurate. I certify that \_\_\_\_\_ (vendor) has not made any knowingly false statements in its proposal and that I, the undersigned, have the authority to represent this company and submit this proposal.

#### ACCEPTANCE OF TERMS AND CONDITIONS

The vendor specifically agrees that the proposal is predicated upon the acceptance of all terms and conditions stated in this RFP.

In compliance with this RFP, and subject to all conditions required herein, the undersigned offers and agrees on behalf of the named Distributor to furnish and deliver any and all services and products upon which prices are proposed and agrees to be bound by the terms.

Distributor: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment B

### Narrative Contents (minimum)

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Distributor will summarize and clarify selected topics as identified in the RFP. A summary of required information is captured below. Additional information may be supplied as needed. Narrative should be no more than 10 pages.

#### Financial Information

- Is vendor able to comply with 7 CFR § 210.21(f) Cost Reimbursable Contracts
- Explain how fixed fees were determined, including for additional/unknown items
- Explain billing and payment terms; are allowances provided for prompt payment and if/when late payment fees are added
- Are volume discounts or allowances offered
- Are there delivery charges and if so, what are they based on
- How will discounts, rebates and other applicable credits be noted on invoices
- Will vendor assist in notification of rebates or providing reports to aid in the process
- How will vendor handle audits; will information be available when requested

#### General Background Information

- Provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within the last four (4) years
- Provide any information on matters that might constitute a conflict of interest
- Provide any request for protection of confidential information
- Code of Ethics
- Number of current school districts currently served by the vendor and the total amount of years servicing schools in Iowa
- Procurement questions as listed in Section 4.3.15

#### Reporting Requirements

- Is vendor able to meet the Processed Product Documentation requirements
- How will those requirements be handled each year with new items
- How will SDS be maintained
- What reports are available to each FSA; minimum of purchasing history reports and/or summary information for each SFA
- Current fill rate for every current Iowa school district served

#### Ordering Process

- Describe the vendor's online ordering process
- Describe the ordering timeline from order date to delivery date for contract items, special order items, skip day items, DOT products
- How will vendor comply with the Buy American Provision and provide documentation
- How will each SFA be notified of products that do not meet the Buy American Provision
- How will substitutes be handled

#### Delivery Schedule

- Is vendor able to meet the requested delivery schedule of each SFA

#### Chemical Services

- Is vendor able to meet the implementation and service requirements
- Describe service procedures including, but not limited to frequency, response time, services offered, emergency services, and expertise regarding chemicals and kitchen equipment. Who is the service agent, an employee or Contract service?



## Attachment C

### Suspension and Debarment Certification

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#### U.S. DEPARTMENT OF AGRICULTURE

#### **Certification Regarding Debarment, Suspension, Ineligibility and Other Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### **(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date  
Form AD-1047 (1/92)

#### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1047 (1/92)

## Attachment D

### Certification Regarding Lobbying

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#### Certification Regarding Lobbying

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of any ICRFSPG School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of any ICRFSPG School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Approved by OMB No. 0348-0046

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> Year _____ quarter _____ Date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee,</b> Enter Name and Address of Prime:  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (Including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				<b>Authorized for Local Reproduction</b> Standard Form LLL (Rev. 7-97)	

## Attachment E

### Assurance of Civil Rights Compliance

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The Vendor hereby agrees that they will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
9. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
10. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

---

Signature of Vendor's Authorized Representative

---

Title

---

Date

## Certification Regarding Food Laws

«AddressBlock»

[illegible]

Date \_\_\_\_\_



## Attachment G

### References

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The vendor shall submit five (5) references, as described in Section 3.1.

*The vendor will provide names and contact information of five (5) references, three of which must be current Iowa school district customers and two of which must be former Iowa school district customers. Districts should be of varying enrollment.*

The following must be listed for each reference:

- Contact Name
- Agency Name
- Phone Number
- Electronic Mail Address

## Attachment H

### Assurance of Non-Collusion or Certificate of Independent Price Determination

---

Date: [Click here to enter a date.](#)

[Click here to enter text.](#)

«AddressBlock»

Re: Request for Proposal for Prime Vendor Services RFP #2023

Dear [Click here to enter text.](#) ,

- A. By submission of a proposal in response to the Prime Vendor Request for Proposal RFP #2023 , the undersigned certifies the following:
5. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with a competitor
  6. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening in the case of a sealed bids or prior to the award in the case of a request for proposal, directly or indirectly to any other vendor or competitor for the purpose of restricting competition.
  7. No attempt has been made or will be made by the vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this proposal on behalf of the vendor certifies that:
1. He or she is the person in the vendor's organization responsible within the organization for the decision as to the prices offered herein and has not participated, and will not participate, in any action contrary to A.1 through A. 3 above; or
  2. He or she is not the person in other vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

**To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state and federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.**

\_\_\_\_\_  
Signature of School Food Authority's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***NOTE: Accepting a vendor's proposal does not constitute award of the contract.***

Attachment I

House Brand and Grade Identification Chart

Distributors must indicate how ICRFSPG parties will identify the different quality of products for canned, frozen and dried fruits and vegetables. List all labels and the products packed under each label that are sold by your house.

DRY/CANNED FRUITS & VEGETABLES	Label Identifications (Brand Name, Label Color, Pack location)	Foods Packed Under Label	Manufacturer of House Brands
Premium & First Quality: Fancy Vegetables Choice Fruits			
Second Quality: Extra Standard Vegetables Standard Fruits			
Third Quality: Standard Vegetables Substandard Fruits			
FROZEN FRUITS & VEGETABLES	Label Identifications (Brand Name, Label Color, Pack location)	Foods Packed Under Label	Manufacturer of House Brands
Premium & First Quality: Fancy Vegetables Choice Fruits			
Second Quality: Extra Standard Vegetables Standard Fruits			
Third Quality: Standard Vegetables Substandard Fruits			
SEASONINGS	Label Identifications (Brand Name, Label Color, Pack location)	Manufacturer of House Brands	

## Attachment J

### Unknown/Future Products Fixed Fees

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During a contract period as regulations, products and student preferences change, and as new products become available, products may need to change. Pricing structure will be the same - cost plus fixed fee. This fee is fixed at the case price at the time the item is added to the Proposal. Case price is manufacturer cost plus freight minus any available allowances.

Group/Package		Case Price \$.01-\$9.99	Case Price \$10.00-\$24.99	Case Price \$25.00-\$49.99	Case Price \$50.00-\$74.99	Case Price \$75.00-\$99.99	Case Price \$100 and up
Group A	Frozen						
Group B	Refrigerated						
Group C	Dry						
Group D	Diverted Foods-Com mercial Pricing						
Group E	Produce						
Group F	Drinks						
Group G	Non-foods, chemicals						

## Attachment K

### ICRFSPG District Member Profiles

District Profile: Iowa City							
<b>DIRECTOR:</b>	Alison Demory						
<b>ADDRESS:</b>	1135 S Riverside Dr, Iowa City 52246						
<b>PHONE:</b>	319-688-1021						
<b>EMAIL:</b>	demory.alison@iowacityschools.org						
<b>BILLING CONTACT:</b>	Cindy Smith						
	smith.cindy@iowacityschools.org						
	319-688-1021						
<b>ENROLLMENT:</b>	14,440						
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$2,128,911.00						
<b>DELIVERY LOCATION(S):</b>	<b>City HS</b>	<b>Liberty HS</b>	<b>North Central JH</b>	<b>Northwest JH</b>	<b>South East JH</b>	<b>West HS</b>	<b>Nutrition Warehouse</b>
<b>ADDRESS:</b>	1900 Morningside Dr, Iowa City 52245	1400 S Dubuque St, North Liberty, 52317	180 E Forevergreen Rd, North Liberty, 52317	1507 8th St, Coralville, 52241	2501 E Bradford Dr, Iowa City, 52240	2901 Melrose Ave, Iowa City, 52246	1137 S Riverside Dr, Iowa City, 52246
<b>PHONE NUMBER:</b>	319-688-1001, Ext 4098	319-688-1001, Ext 3060	319-688-1001, Ext 3348	319-688-1001, Ext 6498	319-688-1001, Ext 7498	319-688-1001, Ext 5198	319-688-1021
<b>LOCATION CONTACT:</b>	Melissa Dohrer	Sharon Meyers	Erin Randall	Kristy Madoerin	Aaron Oakland	Liz Kanagy-Imhof	Luke Lobb
<b>DELIVERY FREQUENCY:</b>	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	As needed; large quantity
<b>PREFERRED DELIVERY DAY(S):</b>	Monday, Wednesday	Monday, Wednesday	Monday, Wednesday	Monday, Wednesday	Monday, Wednesday	Monday, Wednesday	Flexible
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service	Full-service	Full-service	Full-service	Full-service	Full-service	Full-service

### District Profile: Anamosa

<b>DIRECTOR:</b>	Tammy Seely		
<b>ADDRESS:</b>	200 S Garnavillo St, Anamosa, IA 52205		
<b>PHONE:</b>	319-462-3553, Ext 2143		
<b>EMAIL:</b>	tseely@anamosa.k12.ia.us		
<b>BILLING CONTACT:</b>	Carmel Manternach		
	cmanternach@anamosa.k12.ia.us		
<b>ENROLLMENT:</b>	1,259		
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$494,168.00		
<b>DELIVERY LOCATION(S):</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
<b>ADDRESS:</b>	203 Hamilton St, Anamosa, 52205	410 Old Dubuque Rd, Anamosa, 52205	209 Sadie St, Anamosa, 52205
<b>PHONE NUMBER:</b>	319-462-3549	319-462-3553	319-462-3594
<b>LOCATION CONTACT:</b>	Jamie Payton	Dawn Hoyt	Sheila Werling
<b>DELIVERY FREQUENCY:</b>	Twice Weekly	Twice Weekly	Twice Weekly
<b>PREFERRED DELIVERY DAY(S):</b>	Monday, Thursday	Monday, Thursday	Monday, Thursday
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service	Full-service	Full-service
<b>PREFERRED DELIVERY TIME:</b>	Before 8:00 a.m.	Before 8:00 a.m.	Before 8:00 a.m.

### District Profile: Benton

<b>DIRECTOR:</b>	Dawn Morris			
<b>ADDRESS:</b>	P.O. Box 70, 600 1st St, VanHorne, 52346			
<b>PHONE:</b>	319-288-8701, Ext 119			
<b>EMAIL:</b>	dmorris@benton.k12.ia.us			
<b>BILLING CONTACT:</b>	Dawn Morris			
	dmorris@benton.k12.ia.us			
<b>ENROLLMENT:</b>	1,701			
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$442,017.00			
<b>DELIVERY LOCATION(S):</b>	<b>Atkins Elementary</b>	<b>Norway Intermediate</b>	<b>Middle &amp; High School</b>	<b>Warehouse</b>
<b>ADDRESS:</b>	2174th Ave, Atkins, 52206	100 School Drive, Norway, 52138	600 1st St, Van Horne, 52346	303 4th Ave, Van Horne, 52346
<b>LOCATION CONTACT:</b>	Dawn Morris	Dawn Morris	Dawn Morris	Dawn Morris
<b>DELIVERY FREQUENCY:</b>	Once Weekly	Twice Weekly	Twice Weekly	Twice Weekly
<b>PREFERRED DELIVERY DAY(S):</b>	Wednesday	Monday, Thursday	Monday, Thursday	Monday, Thursday
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service	Full-service	Full-service	Full-service
<b>PREFERRED DELIVERY TIME:</b>	Before 7:00 a.m.	Before 8:00 a.m.	6:30-12 noon	6:30-12 noon



<b>District Profile: English Valley</b>	
<b>DIRECTOR:</b>	Martha Gorsh til end of March; replacement TBD
<b>ADDRESS:</b>	765 West Broad St, North English, 52316
<b>PHONE:</b>	319-664-3631
<b>EMAIL:</b>	mgorsh@english-valleys.k12.ia.us
<b>BILLING CONTACT:</b>	Wendy Ayers
	wayers@english-valleys.k12.ia.us
<b>ENROLLMENT:</b>	458
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$123,513.00
<b>DELIVERY LOCATION(S):</b>	<b>English Valley School</b>
<b>ADDRESS:</b>	765 West Broad St, North English, 52316
<b>LOCATION CONTACT:</b>	Martha Gorsh
<b>DELIVERY FREQUENCY:</b>	Once Weekly
<b>PREFERRED DELIVERY DAY(S):</b>	Any week day
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service
<b>PREFERRED DELIVERY TIME:</b>	6:30 a.m.

<b>District Profile: Iowa Valley</b>			
<b>DIRECTOR:</b>	Janet Emerson		
<b>ADDRESS:</b>	359 E Hilton, Marengo, IA 52301		
<b>PHONE:</b>	319-642-7714		
<b>EMAIL:</b>	jemerson@ivcsd.org		
<b>BILLING CONTACT:</b>	Krystal Schair		
	kschair@ivcsd.org		
<b>ENROLLMENT:</b>	540		
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$119,564.00		
<b>DELIVERY LOCATION(S):</b>	<b>High School</b>	<b>Elementary School</b>	
<b>ADDRESS:</b>	359 E Hilton, Marengo, 52301	151 E May, Marengo, 52301	
<b>LOCATION CONTACT:</b>	Janet Emerson	Janet Emerson	
<b>DELIVERY FREQUENCY:</b>	Once Weekly	Once Weekly	
<b>PREFERRED DELIVERY DAY(S):</b>	Monday or Thursday	Monday or Thursday	
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service	Full-service	
<b>PREFERRED DELIVERY TIME:</b>	Before 7:00 a.m.	Before 7:00 a.m.	

<b>District Profile: Lone Tree</b>			
<b>DIRECTOR:</b>	Erik Isenhour		
<b>ADDRESS:</b>	303 S Devoe St, Lone Tree, IA 52755		
<b>PHONE:</b>	319-629-4212		
<b>EMAIL:</b>			
<b>BILLING CONTACT:</b>	TBD		
<b>ENROLLMENT:</b>	439		
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$126,647.00		
<b>DELIVERY LOCATION(S):</b>	<b>Lone Tree School</b>		
<b>ADDRESS:</b>	303 S Devoe St, Lone Tree, 52755		
<b>LOCATION CONTACT:</b>	Erik Isenhour		
<b>DELIVERY FREQUENCY:</b>	Once Weekly		
<b>PREFERRED DELIVERY DAY(S):</b>	Wednesday		
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service		
<b>PREFERRED DELIVERY TIME:</b>	7:00-10:00 a.m.		

District Profile: Regina			
<b>DIRECTOR:</b>	Amy Kron		
<b>ADDRESS:</b>	2150 Rochester Ave, Iowa City, IA 52245		
<b>PHONE:</b>	319-338-5436		
<b>EMAIL:</b>	amy.kron@regina.org		
<b>BILLING CONTACT:</b>	Marlene Frantz		
	marlene.frantz@regina.org		
<b>ENROLLMENT:</b>	845		
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$178,041.00		
<b>DELIVERY LOCATION(S):</b>	<b>Regina Education Center</b>		
<b>ADDRESS:</b>	2150 Rochester Ave, Iowa City, 52245 (door 27)		
<b>LOCATION CONTACT:</b>	Amy Kron		
<b>DELIVERY FREQUENCY:</b>	Twice Weekly		
<b>PREFERRED DELIVERY DAY(S):</b>	Monday, Wednesday		
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service		
<b>PREFERRED DELIVERY TIME:</b>	Before 7:00 a.m. (no access to dock from 7:50-8:20 am)		

### District Profile: Solon

<b>DIRECTOR:</b>	Becky West			
<b>ADDRESS:</b>	600 W5th St, Solon, IA 52333			
<b>PHONE:</b>	319-624-3401 Ext 1120			
<b>EMAIL:</b>	bwest@solon.k12.ia.us			
<b>BILLING CONTACT:</b>	Natalie Johnson			
	njohnson@solon.k12.ia.us			
	319-624-3401 Ext. 1362			
<b>ENROLLMENT:</b>	1,526			
<b>PRIME VENDOR EXPENDITURES 2021-22 SY</b>	\$299,109.00			
<b>DELIVERY LOCATION(S):</b>	<b>High School</b>	<b>Middle School</b>	<b>Intermediate</b>	<b>Lakeview Elementary</b>
<b>ADDRESS:</b>	600 W 5th St, Solon, 52333	313 S Iowa St, Solon, 52333	200 W 5th St, Solon, 52333	111 N Chabel St, Solon, 52333
<b>LOCATION CONTACT:</b>	Becky West	Becky West	Becky West	Becky West
<b>DELIVERY FREQUENCY:</b>	Once Weekly	Once Weekly	Once Weekly	Once Weekly
<b>PREFERRED DELIVERY DAY(S):</b>	Tuesday	Tuesday	Tuesday	Tuesday
<b>DELIVERY TYPE SPECIAL INSTRUCTIONS:</b>	Full-service	Full-service	Full-service	Full-service
<b>PREFERRED DELIVERY TIME:</b>	By 7:00 a.m.	By 7:00 a.m.	By 7:00 a.m.	By 7:00 a.m.

District Profile: St Joseph Catholic School			
DIRECTOR:	Mallory Dudley		
ADDRESS:	1430 14th St, Marion, IA 52302		
PHONE:	319-377-6348		
EMAIL:	mdudley@sjcsmarion.org		
BILLING CONTACT:	Mallory Dudley		
	mdudley@sjcsmarion.org		
ENROLLMENT:	205		
PRIME VENDOR EXPENDITURES 2021-22 SY	\$38,605.00		
DELIVERY LOCATION(S):	St Joseph		
ADDRESS:	1430 14th St, Marion, 52302		
LOCATION CONTACT:	Mallory Dudley		
DELIVERY FREQUENCY:	Once Weekly		
PREFERRED DELIVERY DAY(S):	Any week day		
DELIVERY TYPE SPECIAL INSTRUCTIONS:	Full-service		
PREFERRED DELIVERY TIME:	Between 8:00-10:00 am		

## Attachment L

### Official Pricing Spreadsheet (attached separately)

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Vendors must follow the **instructions found on the first sheet of the *Official Pricing Spreadsheet*** (Excel format).

## Attachment M

### Vendor Submittal Form For Incorrect Product Code, Specification, or Pack Size

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If an incorrect product code, specification, or pack size is identified, complete this form. Errors found more than 72 hours (3 business days) before Proposal opening must be emailed to [demory.alison@iowacityschools.org](mailto:demory.alison@iowacityschools.org); or if less than three (3) business days before Proposal opening submit with your Proposal. Not submitting this form may be grounds for rejecting the Proposal. **Do not change the spreadsheet for this product until you receive notification of acceptance.**

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Organization Name (print)

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Name and Title of Authorized Representative (print)

---

Signature

Date

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Product Category: \_\_\_\_\_

Line Item Number: \_\_\_\_\_

Approved Brand Name on Proposal: \_\_\_\_\_

Approved Code on Proposal: \_\_\_\_\_

Manufacturer Pack on Proposal: \_\_\_\_\_

Source of Information: \_\_\_\_\_

Describe Error(s) and include recommended correction:

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The following manufacturer information must be provided for verification:

1. Manufacturer Specification Sheet
2. Manufacturer Label
3. Manufacturer Ingredient list
4. Manufacturer Nutrition label
5. Product Allergen list

Action: \_\_\_\_\_ Date: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Amendment sent: \_\_\_\_\_



## Attachment N

### PROPOSAL CERTIFICATION AND CONTRACT AWARD RFP #2023

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#### Proposal Certification:

Distributor's failure to execute/sign Proposal prior to submission may render Proposal non-responsive.

Received RFP addenda \_\_\_\_ through \_\_\_\_ prior to Proposal submittal

\_\_\_\_\_  
Organization Name (print)

\_\_\_\_\_  
Name and Title of Authorized Representative (print)

Address \_\_\_\_\_

City, State \_\_\_\_\_ ZIP \_\_\_\_\_

I certify by my signature below that the PRICES quoted in this Proposal are correct and that this Proposal Response conforms to all specifications and requirements outlined in the Request for Proposals RFP, and that above-named Distributor offers to furnish and deliver any or all services and products upon which prices are proposed at the prices set correlating to each product within the time specified. I further certify that I have the authority to obligate the Distributor to perform under the terms and conditions stated in this RFP, which is hereby incorporated by reference and made a part hereof, and the Distributor agrees to be bound by such terms and conditions and any resulting Contract. I further agree that any conflict between the terms and conditions of the RFP and the Distributor's Proposal documents will be resolved in favor of the RFP, except as may be otherwise agreed to in writing by the Distributor and the ICRFSPG party. Distributor shall provide the requested Products and services in accordance with applicable laws including, but not limited to, regulations governing federally-funded school nutrition programs at 7 C.F.R. 210 – 226 and 2 C.F.R. 200.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Email \_\_\_\_\_ Phone \_\_\_\_\_

#### Contract Award RFP #2023:

By its signature below, and in consideration of the mutual promises of each party, the below-designated ICRFSPG party agrees to award the Contract, as defined in the RFP, for Prime Vendor to the above-designated Vendor in accordance with the terms and conditions of such Contract, which is hereby incorporated by reference and made a part hereof.

By \_\_\_\_\_ ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

Date \_\_\_\_\_