

2023/2024 Request for Proposal for Food and Supplies



Central Buying Consortium

February 28, 2023

REQUEST FOR PROPOSAL

Invitation to submit proposal
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REQUEST FOR PROPOSAL (RFP)

Invitation to Submit Proposal

Date RFP Issued: February 28, 2023

Description: This RFP is issued with the intent of entering into a Contract to procure food and supplies in accordance with applicable state and federal law governing Federally Funded Child Nutrition programs for each of the parties listed in this RFP, which may be collectively referred to as the Central Buying Consortium (CBC) in Iowa.

Proposal Deadline and Opening: April 4, 2023, before 1:00 PM local time (according to the clock in the Learning Resource Center Office)

Deliver Proposals to: Willow Kriegel, RD/LD
Director of Nutrition Services
West Des Moines Community School District
Learning Resource Center
3550 Mills Civic Parkway
West Des Moines, IA 50265-5556

Mailed Proposals: Proposal may be personally delivered or mailed to the address above attention: Willow Kriegel, RD/ LD and must be received by the proposal deadline. It is the Distributor's responsibility to assure that its Proposal is received by the deadline, no exceptions. NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.

Instructions: Deliver a complete Proposal package in a sealed envelope labeled as follows:
RFP CBC 2023 Original
Distributor's Name and Address Date

Submit one (1) original copy of the complete Proposal package and copy file to fifteen (15) electronic mediums (flash drives) to submit at the proposal opening. The complete Proposal package (see *Request for Proposal Checklist* for details) must include in the following order:

1. The Terms and Conditions of Acceptance (Attachment A), Proposal Certification and Contract Award (Attachment B) for each party in the CBC, and Request for Proposal Summary (Attachment C).
2. Excel Spreadsheet for Pricing (Attachment D) and an electronic copy (flash drive) of the same. All documents must be identical.
3. Attachments E – L and any Distributor required documents.
4. Narrative section and other information as prescribed in RFP.
5. Required responses to any Addendums, Special Conditions, or Additions, which may be issued by the CBC after the issuance of this RFP.

As the RFP process moves forward, it may be necessary to clarify items in a Distributor's Proposal. The Proposal must include contact information for the person who will be representing the Distributor through the process. Proof of authority of the person submitting the proposal must be available upon request from CBC. Failure to provide the completed certifications and assurance or other required information may render the proposal non-responsive.

Distributor is responsible to deliver the complete Proposal package in a sealed envelope along with the requisite copies thereof to the correct location before the proposal deadline as evidenced by a Distributor representative's signature at the front reception desk in Learning Resource Center or signed receipt via certified mail.

Notice to Distributors: Subject to the conditions, provisions and the specifications associated with this RFP, sealed Proposals will be received at the designated location until the stated date and time and then publicly opened. No consideration of Proposal award will be made at the Proposal opening. Proposals received after this date and time will not be accepted. CBC reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject any and all Proposals or parts thereof and to waive any informalities and/or irregularities thereof.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
2. or 2. fax: (833) 256-1665 or (202) 690-7442;
3. or 3. email: program.intake@usda.gov

The USDA and CBC parties are equal opportunity providers and employers.

It is the policy of CBC parties 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/>

DEFINITIONS

For consistency throughout this document, the below terms shall have the following meanings:

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

Approved Brand(AB)/EQUAL - Designation applied to those products in the Excel Spreadsheet for pricing list identified by manufacturer, item number, and is pre-approved by the CBC.

CBC - the Central Buying Consortium. The parties listed in this RFP for the procurement of food and supplies may be collectively referred to as the Central Buying Consortium. These parties are ADM Community School District, Central Decatur Community School District, Clarke Community School District, Grinnell-Newburg Community School District, Johnston Community School District, Marshalltown Community School District, Montezuma Community School District, Norwalk Community School District, St. Francis Catholic School, Pella Community School District, Southeast Warren Community School District, Village Early Childhood Center, Urbandale Community School District and West Des Moines Community School District.

CN or CNP or CND - Child Nutrition, Child Nutrition Programs, Child Nutrition Director, respectively.

Contract - means, for each party in the CBC, the comprehensive collection of documents (ENTIRE RFP and any additions or modifications thereto, Proposal submitted by the Selected Distributor and any additions or modifications thereto as agreed to in writing by the CBC party, and all related Attachments) including:

1. Requirements as described in the RFP
2. Terms and Conditions of Acceptance
3. Request For Proposal Summary
4. Excel Spreadsheets for Pricing (paper and electronic copies)
5. Any and all Addenda or special written provisions specified by CBC after the issuance of this RFP
6. Distributor's Certifications, which must be completed, signed by an authorized representative of Distributor, and other required Distributor information
7. Additional required documents

8. Narrative section
9. Proposal Certification and Contract Award for each party in the CBC
10. **Addenda or other terms and conditions added to this RFP by Manufacturers will not be considered a part of the contract**

Cost - a Distributor's invoice price from the Manufacturer/supplier plus inbound freight.

Day(s) - a calendar day during a normal work week, Monday through Friday, except established National holidays unless otherwise stated.

Distributor - an offering entity that submits a proposal in response to this request to order, warehouse, deliver food/supplies, and provide information/services for the CBC parties' respective Child Nutrition Programs (CNP).

Distributor Choice -DC designation applied to products with standards of identity or comprehensive specifications. Distributors may propose any brand of product that meets or exceeds the specifications but must commit to supplying this brand for the life of contract.

District or CBC Party - each individual entity that has been identified as a member of the CBC.

Districts or CBC Parties - all entities that have been identified as members of the CBC.

Diverted Foods - The CBC participates in the USDA Donated Foods program. Some donated food received from USDA comes in a form that is further processed into acceptable ready-to-use end products. This is accomplished by diverting the raw and/or bulk USDA Foods to commercial food processors for use in Child Nutrition Programs. The CBC can divert USDA Foods only to the manufacturers/processors awarded the contract through the competitive process.

Diversions - means Recipient Agency's forecast of how many cases of each further processed end- product they will purchase in the upcoming school year.

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

EQ - Equivalent OR EQUAL

Fill Rate - the percentage of ordered items that must be provided in full quantity without substitution or outage.

Free On Board (FOB) Destination – standard terminology meaning free on-board destination (i.e. selected distributors will not charge freight cost for products delivered to CBC parties school sites).

FC - Fully Cooked

FNS - Food Nutrition Service

Further Processed End Product – means a commercially produced food product that contains any USDA Donated Foods.

Green Cleaning - designed to reduce indoor air pollution by using less-toxic cleaning chemicals and equipment that is more effective at capturing particulate matter.

Good Thru Date - indicates the length of time a price will remain unchanged.

Handling Fee - the fee that Distributor will charge a CBC party per product to purchase a product from a manufacturer or supplier and re-sell to the party. This fee includes the cost of doing business for Distributor. This fee must be fixed for the duration of the contract.

Invoice - document issued by a Selected Distributor to the CBC party, indicating the products delivered, quantities, and agreed prices for products, which is left with CBC party at the time of delivery.

IW - Individually wrapped

Line Items - all products that require a cost. Products are divided into 7 Groups (Frozen, Supplemental Diverted Foods, Refrigerated, Dry, Non-Food and Chemicals). Each group may be divided into two categories:

1. Attachment C - products that CBC parties do not know they want/need or are not available for purchase at the time the RFP was issued. Proposal pricing will be requested before an order is placed; handling fee cost is required as part of RFP.
2. Attachment D - product prices used to determine award.

Manufacturer - producer of products sold to Distributor for resale to the parties in the CBC. Manufacturer also means commercial food processor who has been approved to receive USDA Foods by the State of Iowa. The manufacturer uses the USDA Foods in the processing of further processed end products.

Net Off Invoice (NOI)/Indirect Discount – Under this system, the manufacturer delivers end products to a commercial distributor, who must sell the end products to an eligible recipient agency, as appropriate, at a net price that incorporates a discount from the commercial case price for the value of donated food contained in the end products. The manufacturer must require the distributor to notify it of such sales, at least on a monthly basis, through automated sales reports or other electronic or written submission. The manufacturer then compensates the distributor for the discount provided for the value of the donated food in its sale of end products. Recipient agencies (CNP’s) should closely monitor invoices to ensure correct discounts are applied.

NSLP - National School Lunch Program

Pass Through Value (PTV) of USDA Foods – means the value of the USDA Foods bulk material included in processed end products expressed in price per pound or case. “Value Pass Through (VPT) system” is the system used to credit the value of USDA Donated Foods contained in purchased end products to RA.

Piggybacking – allows eligible members to use the Contract by joining at times other than the beginning of the Contract period.

Product - food and supplies that CBC has identified to be purchased; also identified as an item.

Product Specifications - detailed descriptors of food and supplies that CBC has identified to be purchased. Product specifications are found on the Excel Spreadsheet for Pricing.

Proposal - Distributor’s response to the RFP.

RFP - Request for Proposal, a collection of documents provided by CBC to Distributors that explain the products and services required and how to respond to the request.

SDS - Safety Data Sheets

Selected Distributor(s) - the organization that submits a successful proposal(s) as selected in accordance with this RFP.

Smart Snack Compliant- Item meeting the smart snack requirements. <https://foodplanner.healthiergeneration.org/calculator/>

Statement - summary of invoices for product delivered to CBC parties during a specified period of time of which CBC parties will verify for payment.

Time - local time at the selected CBC location.

TCS food - Time Temperature Control for Safety foods, formally known as Potentially Hazardous Foods, a 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 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.

US - United States

USDA - United States Department of Agriculture or Department of Agriculture

USDA Foods, formally known as USDA Commodities - are foods purchased by USDA and given to CBC parties for use in Child Nutrition Programs.

WG - Whole grain designates a product is required to be whole grain

GENERAL TERMS AND CONDITIONS

1.0 SCOPE AND PURPOSE

- 1.1 The parties listed in this RFP for the procurement of food and supplies, collectively referred to as the Central Buying Consortium (hereinafter referred to as CBC), are requesting to receive a Proposal from an offering entity (hereinafter referred to as Distributor), defined as a distributor that is offering to order, warehouse, deliver food/supplies, and provide information/services for the CBC parties' respective Child Nutrition Programs (CNP). The Selected Distributor(s) will be awarded a Cost-plus Handling (Fixed) Fee per Product Contract(s) (see Section 7). A profile is provided for each member of the CBC in Section 9.
- 1.2 The CBC's mission is to procure high quality, reasonably priced products and services in accordance with applicable state and federal law governing Federally funded CNPs for each of the CBC parties. To achieve this mutually beneficial goal, CBC members will work with a Selected Distributor(s) towards product consolidation and cost-effectiveness within legal and ethical business practices.
- 1.3 The estimated aggregate purchases for food and supplies among CBC parties are approximately \$7,500,000 annually. CBC will not guarantee any minimum compensation will be paid to Selected Distributor(s) or any minimum usage of Selected Distributor(s)'s services.
- 1.4 All CBC parties will participate actively in the administration of the food and supply procurement. Areas that the CBC parties may address include: (1) New Product Identification and Nutrient Analysis, (2) Product Testing, (3) Audits, (4) Quality Control and Assurance, (5) Menu Development and Product Marketing, and (6) Proposal Development, Evaluation, and Contract Maintenance.
- 1.5 The initial contract period shall be August 1, 2023, to July 31, 2024. The CBC parties each intend to award a contract for this one-year period with the option to renew the contract for up to four (4) additional one-year periods by mutual agreement of the CBC and Selected Distributor(s). Renewal shall be based on customer satisfaction with products, service, and price.
- 1.6 Period of Performance:
Initial Year: August 1, 2023 to July 31, 2024
Option Year 1: August 1, 2024 to July 31, 2025
Option Year 2: August 1, 2025 to July 31, 2026
Option Year 3: August 1, 2026 to July 31, 2027
Option Year 4: August 1, 2027 to July 31, 2028
- 1.7 All products awarded through this proposal will be an available product for all CBC parties.

2.0 DISTRIBUTOR QUALIFICATIONS AND RESPONSIBILITY

- 2.1 **Terms and Conditions:** Distributor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the RFP. Failure or omission of Selected Distributor(s) to be familiar with existing conditions shall in no way relieve the Distributor of obligation with respect to this RFP. The *Terms and Conditions of Acceptance*, Attachment A, and the *Proposal Certification and Contract Award*, Attachment B, must be signed and attached with the Proposal.
- 2.2 **Distributor Experience:** Distributor must have a minimum of five (5) years of experience in the food business and must maintain a current business license from the State of Iowa. Distributors shall provide documentation of applicable license, certification, and/or commercial experience upon request.

Distributors shall provide information in the narrative section on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter related to their business activities in which they are currently a party or in which they were a party within the last 5 years.
- 2.3 **Business Ethics:** Distributor must have a high degree of integrity and business ethics, and a satisfactory record of performances, and must not have been notified by any local, State or Federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in a Contract. Distributor will comply with any reasonable requests to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

Selected Distributor(s) shall not have the right to include the CBC name or any CBC party's name in its published list of customers, without prior approval of the named party. Selected Distributor(s) agrees not to publish or cite in any form any comments or quotes from CBC parties without prior approval. Selected Distributor(s) further agrees not to refer to the

Contract Award in commercial advertising in such manner as to state or imply that the products or services provided are in any way endorsed or preferred by CBC or any CBC party.

Distributor acknowledges that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Distributor also acknowledges that no one connected to the Distributor has had any connection with the development or drafting of this RFP.

Distributor further acknowledges:

- a. Neither Distributor nor any business entity represented by Distributor has received compensation for participation in the preparation of the products specifications or the General Terms and Conditions related to this RFP.
- b. This Proposal has been arrived at independently and is submitted without collusion with any other Distributor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Distributor an unfair advantage over any other Distributor with respect to this RFP.
- c. Distributor has not and will not in the future accept, offer, confer or agree to confer any benefit or anything of value to any person or entity related to the CBC or a CBC party in connection with any information or submission related to this Proposal, or any recommendations, decision, vote or award related to this Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this Proposal.
- d. Neither Distributor, nor any business entity represented by Distributor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the Antitrust Laws of the State of Iowa with regard to this Proposal. Furthermore, this Proposal has not been knowingly discussed with nor disclosed to and will not be knowingly discussed with nor disclosed to, another Distributor, competitor, potential competitor or officials or personnel of a party who is not a member of the CBC, prior to the opening of Proposals.
- e. No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

2.4 **Conflict of Interest:** Distributor must note any and all relationships/suspected matters that might be conflicts of interest, which would disqualify Distributor from participating in this RFP or receiving any award related to this RFP. Distributor's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this Proposal any such matters which do exist is a material breach of Contract which may void the submitted Proposal or any resulting Contracts, and subject Selected Distributor(s) to removal from all procurement lists and possible criminal prosecution. The *Certification of Independence and No Conflict of Interest*, Attachment E, must be signed and attached with the Proposal.

2.5 **Code of Ethics:** Distributor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. The Code of Ethics must include:

1. No employee, officer or agent of Distributor shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
2. The Distributor's officers, employees or agents will neither offer, solicit, nor accept gratuities, favors or anything of monetary value from customers, potential customers, contractors, potential contractors, or parties to sub-agreements.
3. Distributor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value as permitted by law. To the extent permitted by law, such standards of conduct will provide for penalties, conditions, or other disciplinary actions for violations of such standards by the Distributor's officers, employees, or agents, or by contractors or their agents.

Distributor's *Code of Ethics* must be signed by an authorized person and attached with the formal proposal.

2.6 **Lobbying:** Distributor must certify that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

If a Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor is required to submit a Disclosure Form to Report Lobbying. The *Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying*, Attachment F, must be signed by an authorized person and attached with the formal proposal.

2.7 **Iowa Gift Law:** Distributor shall comply with the gift law set out in Iowa Code Chapter 68B, as well as Iowa Code section 722.1 of the Code of Iowa, which states that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a District employee or board member with the intent to influence that person's act, opinion, judgment or exercise of discretion with respect to the person's duties.

- 2.8 **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:** Distributor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Distributors should consult Executive Orders 12549 and 12689. For additional information, Distributors should check <https://www.sam.gov/portal/public/SAM/#1>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefit. The *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment G, must be signed by an authorized person and attached with the formal proposal.
- 2.9 **Provide Product and Service:** Distributor must, upon request of CBC, furnish satisfactory evidence of their ability to furnish products and services in accordance with the terms and conditions of the RFP. Sub-contracting, assignment, or out-sourcing of product(s) awarded is not permitted, unless approved by CBC. CBC reserves the right to make the final determination as to Distributor's ability to provide the products and services requested herein. A Distributor may be designated as unacceptable and in breach of its obligations if the requirements listed herein are violated and/or poor communications exist between Distributor and a CBC party. If Federal/State reimbursement is lost because of failure to meet the terms of the Contract, the District will require the Selected Distributor to, and the Selected Distributor shall, pay any dollar amount equal to the cost of the product and lost reimbursement.

Selected Distributor(s) must:

1. Make purchases of specified products at the lowest price, including freight.
2. Communicate information from Manufacturer or supplier regarding price changes and availability as soon as possible.
 - a. Institute a system of minimizing occurrences of small price changes, particularly when due to slight variations in freight charges.
 - b. Provide coupons, such as, buy 2 get 1 free, or dollars off case price and rebates to each CBC party as available from manufacturer. Tracking reports must be provided to each CBC party to facilitate this process.
 - c. Present or demonstrate new products or concepts in conjunction with brokers or manufacturers to CBC members. Upon request, Selected Distributor(s) will seek proposal pricing for new products as new products become available during the contract period.
3. Interface with the manufacturers about problems relating to product quality to the satisfaction of the CBC. In the case of quality disputes, the Manufacturer may be required to provide an independent or third-party laboratory analysis to justify the grade.
4. Provide quick effective response to problems of orders, deliveries, paper transactions, billings, or product performances. Communications may be in writing, e-mail, telephone, voice messaging, and/or in person in a timely manner.
5. Assign a regular account representative to personally visit each CBC party's CN Offices on a regular basis, no less than twice per month for the purpose of reconciling accounts, making corrections, or interfacing with Manufacturers on problems relating to product pack and quality, unless other arrangements are made with a CBC party.
6. Provide accurate, reliable, and timely reports, in terms of invoices, statements, credits and usage reports and other information as required by law or requested by CBC. Moreover, the company must provide data spontaneously for periodic review of prices by CBC.
7. Provide required documentation on products, such as nutrition analysis, meal components, allergens, SDS sheets, food recalls, etc.
8. Provide emergency phone contacts for after/before office hours (including weekends) in writing on *Distributor Information* form, Attachment H.
9. Supply equipment needed for use of house brand product dispensing, such as, coffee brewing systems, napkins dispensers, detergent dispensers, etc.
10. Meet each CBC party's need for technological/ computer support.
11. Organize and conduct training opportunities for CN staff. These clinics could include, but are not limited to new product previews, preparation techniques, food safety, allergies, and menu options.
12. Provide all products and services in accordance with applicable state and federal laws and regulations governing Federally funded Child Nutrition programs and other applicable law, using sound, professional practices and in a competent and professional manner using knowledgeable, trained, and qualified personnel.

In an attachment, Distributor will discuss current purchasing procedures, including but not limited to procedures used to maintain adequate inventory, communication with buyers to ensure product availability, and how customers will know what products are available.

- 2.10 **Fill Rate:** Distributor must be able to guarantee a 98% fill rate on all deliveries made, by school or delivery location, monitored by each CBC party.
1. Selected Distributor(s) must provide monthly fill rate reports.

2. Selected Distributor(s) must not delete products from the day ordered and place the order on a future delivery day. These orders must show on both days: ordered date and delivery date.
3. Fill rate is calculated by dividing number of cases delivered by the number of cases ordered by facilities/delivery location.
4. Substitutions, even though pre-approved, will not count as filled, thus substitutions will reduce the fill rate (see section 3.15).
5. Special order products as indicated on proposal spreadsheet or on monthly price up-date are not included in fill rate.
6. Inability to consistently meet 98% fill rate as determined by CBC may result in termination of contract.
7. Distributor will outline their current procedures for Special Orders.

2.11 **Diverted Foods:** Distributor must be able to provide all diverted food items identified by USDA Foods and the Department of Education for the State of Iowa. These systems must be in effect on August 1, 2023. Diverted Foods refers to items eligible for the refunds or discounts received from USDA Food Processing Contracts. The State Agency is allowing a limited Pilot Program for Commodity Processing in Iowa. SFA run coops, or individual districts, with a combined Planned Assistance Level of \$500,000 or more were offered the opportunity to procure a limited selection of Further Processed End Products through the Indirect Discount (Net-Off Invoice) value pass thru method only, as defined in 7 CFR 250.36 (d).

Limitations of this opportunity: Only further processed end products available through the Indirect Discount/Net-Off Invoice value pass thru method are allowed to be submitted as part of proposal responses. Further processed end products must also use one of the following donated foods: 100103 Chicken Bulk, 100154 Beef, 110244 Cheese Mozzarella, and 110149 Apples.

This portion of the contract may be subject to the renewal process as outlined in this solicitation document, subject to State Agency discretion.

1. In the diverted foods process, processors and/or Distributors are accountable for their inventories and pass-through usage of USDA Food. Therefore, Distributors are required to report sales of end products containing USDA Foods at least monthly to the applicable manufacturer's reporting agency, such as Processor Link, K12 Foodservice, etc.
2. Distributor will outline their current procedures Diverted Food Programs and agrees to stock further processed end products from manufacturers as awarded per this solicitation.
3. Distributor will provide services to the sole satisfaction in accordance with Federal Regulations 7 CFR, Part 250 as applicable.
4. Distributor will enter into agreements with manufacturers providing further processed end products per 7 CFR 250.30 (i).
5. Distributor will provide facilities for the storage and control of further processed end products that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain end products in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation.
6. Distributor will provide an online ordering system for ordering further processed end products. Distributor may commingle USDA further processed end product deliveries with other food deliveries as awarded per this solicitation.
7. Distributor must clearly indicate the donated food pass through value on invoices. Crediting of donated food value must be performed in accordance with 7 CFR 250.36 (d) and must adjust delivery invoices for any shortages, damages, or overages discovered upon delivery. Distributor may not provide substitutions of further processed end products without prior approval of the SFA receiving the delivery.

2.12 **Buy American:** Districts participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the US (7CFR210.21, 220.16).

1. Federal regulations require that all foods purchased for CNP be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 - a. the product is not produced or manufactured in the US in sufficient, reasonable, and available quantities of a satisfactory quality, such as bananas and pineapple; and
 - b. competitive Proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
2. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this RFP must be identified with the normal country of origin. Distributor shall outline their procedures to notify CBC parties when products are purchased as non-domestic. The following products may be exceptions to Buy American provisions: pineapples, mandarin oranges, olives, tuna, bananas, and coffee.
3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the RFP), must be approved, in writing, by the CN Director, prior to the delivery of the product to the CBC party.
4. Any non-domestic product delivered to a CBC party, without the prior, written approval of the CN Director, will be rejected. Should non-domestic substitutes that were not preapproved in writing by the CN Director be delivered to and rejected by the CBC party, Selected Distributor(s) shall be held accountable for all over-claims that result from failure to meet the CBC party's required meal pattern.

5. Agricultural products which are canned or packed outside of the United States may be accepted with proof from manufacturer that poor Market conditions exist (weather, and/or supply availability of market); this requirement applies to private labels as well as other labels.

Distributors must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule. The *Certification Regarding Buy American Provisions*, Attachment I, must be signed by an authorized person and attached with the formal proposal.

- 2.13 **Food Laws:** Selected Distributor(s) shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. Districts may inspect Selected Distributor(s)'s facilities and vehicles. Selected Distributor(s) must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs) and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Products must be held at the proper temperatures and humidified as recommended by packers, manufacturers, or current Iowa Food Code, to maintain the products and packages at optimum levels of quality and condition. Selected Distributor(s) shall be liable for the safety and appearance of products and packaging materials. Any products or packages received that are out of condition, as per HACCP or other applicable guidelines will be returned for full credit.

1. CBC reserves the right to request dock inspection reports/documentation including, but not limited to Brix and Blemish reports, conduct on-site inspections of Selected Distributor(s)'s facilities, delivery vehicles and records, at any time during the Contract period.
2. Temperature logs will be available for review, at any time during the Contract period.
3. The warehouse and delivery vehicles must be clean, be free of insects and rodents, and be adequate for storing and delivering products (dry, chilled, and frozen).

The *Certification Statement Regarding Food Laws*, Attachment J, must be signed by an authorized person and attached with the formal proposal.

Upon request from CBC parties, Distributor shall provide

- Their current Hazard Analysis and Critical Control Point plan.
- Latest facility inspection forms and comments from applicable federal, state, and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds or recalls. DO NOT SUBMIT UNLESS REQUESTED.

- 2.14 **Food Recall:** Selected Distributor(s) 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. Distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the CBC party and assurance that unsafe products are identified and removed from CBC party sites in an expedient, effective, and efficient manner. Selected Distributor(s) shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on *Certification Statement Regarding Food Laws*, Attachment J.

- 2.15 **Biosecurity:** Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the US Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service. Distributor will define their biosecurity policy and procedures on *Certification Statement Regarding Food Laws*, Attachment J.

- 2.16 **State and Federally Required Contractual Provisions:** Selected Distributor(s) must have obtained, and will continue to maintain, during the entire term of this Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract. In addition, Selected Distributor(s) is responsible to abide by all applicable Federal and State laws and policies of the Iowa Department of Education and State and Local Boards of Education, as applicable, when providing services under this Contract, including but not limited to:

Equal Employment Opportunity – Selected Distributor(s) shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Labor and Civil Rights Laws – Selected Distributor(s) shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Selected Distributor(s)'s performance of work under this Contract, Selected Distributor(s) agrees not to discriminate against any

employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Distributor(s) shall also comply with applicable Civil Rights laws as amended including but not limited to Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Sex Offenders – Selected Distributor(s) shall comply with Iowa Code Chapter 692A, as amended, which generally prohibits individuals who have been convicted of a sex offense against a minor from being present on school grounds or operating, managing, being employed by, or acting as a contractor or volunteer at a school.

Smoking – Selected Distributor(s) shall comply with all prohibitions on smoking in CBC party facilities and grounds pursuant to the Iowa Smoke Free Air Act, Iowa Code Chapter 142D, and other applicable laws or policies.

Unauthorized Aliens – The employment of unauthorized aliens by Selected Distributor(s) is considered a violation of federal law. If Selected Distributor(s) knowingly employs unauthorized aliens, such a violation shall be cause for termination of Contract.

Clean Air Act and Energy Policy and Conservation Act – Selected Distributor(s) shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Distributor(s) shall report all violations to the CBC and to the relevant federal or state agency as appropriate.

Targeted Small Business Program – Proposals that have been certified as Targeted Small Business (TSB) Program are required to indicate their TSB status when responding to the RFP. The *Targeted Small Business (TSB) Program Certification*, Attachment K, must be signed by an authorized person and attached with the formal proposal.

- 2.17 **Employee Conduct:** Selected Distributor(s) is responsible for their employees while on District property.
1. Selected Distributor(s)'s personnel that are not in an identifiable uniform must provide acceptable identification preferably with a photo upon request.
 2. Selected Distributor(s)'s personnel are to present a professional appearance at all times. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the CBC party facilities.
 3. Selected Distributor(s)'s personnel are forbidden to possess/consume/or be under the influence of alcohol, use tobacco, possess/use/be under the influence of unauthorized controlled substances, or possess/use weapons/firearms when on CBC party property.
 4. Selected Distributor(s) acknowledges that it shall not fulfill this contract in any part by use of a person who is barred by any state, local, or federal law from being on CBC party property at any time.
 5. Selected Distributor(s) will provide competent supervision of employees.
 6. Selected Distributor(s) will take precautions necessary to protect persons or property against injury that may occur as a result of fault or negligence of their employee.
 7. Selected Distributor(s) will perform work without unnecessarily interfering with CBC party activities.
 8. Selected Distributor(s) will be responsible for any and all damage or injury to existing facilities and equipment and property or persons caused by Selected Distributor(s)'s employee.
 9. Selected Distributor(s) will furnish a complete list of all employees who will be working on CBC party property upon request. Selected Distributor(s) will notify the CN Director of said change prior to new personnel coming to CBC party. Each CBC party reserves the right to deny access to any of Selected Distributor(s)'s employees deemed unacceptable and to request that alternate employees be provided.
 10. Selected Distributor(s) assures that no one employed by or representing Selected Distributor(s) shall conduct themselves in a manner that discourages any party from joining the CBC or that compromises the integrity of the CBC.
 11. Selected Distributor(s) shall conduct background checks for its employees who will have regular contact with CBC parties, including but not limited to contract representatives and delivery personnel, in accordance with the CBC party's background check process. It is the responsibility of Selected Distributor(s) to ensure that no persons who have not cleared background checks in accordance with CBC party standards will perform any work for the CBC party. Violation of this provision will be grounds for immediate termination of the Contract.
- 2.18 **Insurance:** Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Distributor shall have a policy endorsement covering personal property of others. Should any required insurance be canceled before the expiration date, the issuing company will mail 30-days written notice to the CBC parties. Distributors shall provide a statement of

certificates of insurance from issuing company or their authorized agent with the formal proposal, and at any time upon request of the CBC. Distributor shall meet the statutory requirements of the State of Iowa for worker's compensation coverage and employers' liability insurance.

Automobile Liability: Distributor shall maintain insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Comprehensive General Liability: Distributor shall maintain Comprehensive General Liability insurance that shall protect Distributor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for Contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

- 2.19 **Breach of Contract and Remedies:** If Selected Distributor(s) fails to comply with any of the terms and conditions of this agreement, the CBC and/or a CBC party has the option to send Selected Distributor(s) a ten (10) business day Notice to cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the CBC and/or a CBC party has the option to immediately cancel all or any part of the order or Contract. Such cancellation shall not be deemed a waiver by CBC or a CBC party of any rights or remedies for any breach by Selected Distributor(s) and CBC and the CBC party expressly reserve all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, CBC and/or a CBC party may, at its option, require Selected Distributor(s) to repair or replace, at Selected Distributor(s)'s expense, any products, or goods, which breach Selected Distributor(s)'s warranty, wherever located. If a CBC party or an authorized agent or dealer must replace any product as a result of Selected Distributor(s)'s breach, then Selected Distributor(s) agrees to reimburse the CBC party and/or agent for labor and costs incurred in performing such work.

In the event of nonconformity, non-delivery, partial delivery or late delivery, the CBC and/or a CBC party may, at its option, cancel the Contract or place the products in the open market after due notice and recover from Selected Distributor(s) the anticipated difference between the market price at the time of replacement and the contract price.

The remedies of the CBC and the CBC parties are cumulative, and additional to any/or other further remedies provided by the Contract or by law. No waiver of any breach shall constitute a waiver of any other breach.

- 2.20 **Indemnify and Hold Harmless:** Selected Distributor(s) shall indemnify, defend and hold harmless each CBC party, its directors, officers, employees, and agents from and against all claims, liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Selected Distributor(s)'s negligence or other acts or omissions, breach or other performance or nonperformance of the Contract, or violation of any law or right of a third party, or that of Selected Distributor(s)' employees, subcontractors, or agents. Selected Distributor(s) will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless each CBC party and its directors, officers, employees, and agents from and against any claims and liabilities for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Contract.

1. Selected Distributor(s) agrees to notify each CBC party by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
2. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

In the event that it shall become necessary for the CBC and/or any Districts therein to institute legal proceedings against Selected Distributor(s) for recovery of any amounts due and owing under the Contract, it is expressly agreed that the CBC and/or the Districts, therein shall be entitled to recover from the Selected Distributor(s) all costs related to such collection, including reasonable attorney fees incurred. This Section 2.20 shall survive expiration or termination of the Contract.

- 2.21 **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

1. The parties to this Contract will be required to use due caution and preventative measures to reasonably protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use reasonable due diligence to overcome obstacles to performance created by the Force Majeure event, and shall

resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

2. The CBC parties will not be responsible for any costs incurred by Selected Distributor(s) because of the Force Majeure event unless they have requested, in writing, that Selected Distributor(s) incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and they have agreed, in writing, to incur such additional costs.
 3. A Selected Distributor(s) requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:
 - a. A formal, written request for a price increase must be submitted by Selected Distributor(s) to CBC at least one month prior to the price change taking effect for the following month (or as soon as may be practicable). A simple majority of the CBC parties must approve the request. The request will include the Force Majeure cause as listed above substantiating the reason the relief is being requested.
 - b. Documentation to substantiate the increase must be included with the request and signed by a representative from the Manufacturer.
 - c. Documentation from Selected Distributor(s) must also be included to provide evidence that the price was obtained from at least two other sources which would be higher than the requested increase; this could also include documentation to substantiate non-availability of product.
 - d. Failure to comply with all three provisions shall be cause for a request being denied.
 - e. Notwithstanding any other provision of this section, in the event Selected Distributor(s)'s performance of its obligations under this Contract is delayed or stopped or is a default by a Force Majeure event, the CBC and/or a CBC party shall have the option to terminate this Contract at any time and without penalty. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the parties' rights as provided elsewhere in the Contract.
- 2.22 **Waiver:** No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.23 **Right to Assurance:** Whenever one party to this Contract, in good faith, has reason to question the other party's intent to perform in accordance with the terms and conditions of the Contract, the questioning party may demand that the other party provide written assurance of intent to perform. In the event a demand is made, and no written assurance is given within five (5) days, the demanding party may treat the lack of response and subsequent failure as an anticipatory repudiation of the Contract.
- 2.24 **Taxes:** As applicable, the CBC parties will provide evidence of tax-exempt status upon request.
- 2.25 **IMPOSSIBILITY OF PERFORMANCE:** This Contract will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; regulations or orders of governmental authorities, including COVID 19; fire, flood, local war, disaster, restriction of travel or civil disorder.

3.0 ADMINISTRATIVE INFORMATION

- 3.1 **Requirements:** The CBC is looking for a Distributor to provide the products and services that are listed herein and those products that are unknown at the time of letting this RFP but will become available during the school year.
1. Selected Distributor(s) agrees to provide total requirements as listed herein, thereby minimizing occurrences when a CBC party may have to seek other interim product sources.
 2. If a Distributor is unable to provide products or services to all CBC parties, Distributor must succinctly define what can and cannot be provided including the reason. CBC will determine if the request is accepted. If the request is denied, the Proposal may be rejected for all Districts.
 3. In case of default by Selected Distributor(s), the CBC parties, after due notice may procure the necessary supplies from other sources and hold Selected Distributor(s) responsible for any excess cost.
 4. Continuous instances of product unavailability may result in termination of the Contract and removal of Selected Distributor(s) from the RFP list at the sole discretion of CBC.
 5. Distributor will provide names and contact information for at least three (3) but no more than five (5) references of school district customers that are similar size.
 6. The products and pricing of the Contract may be available for other government agencies or eligible entities (piggybacking), after the initial award of Contract but during the Contract term, on the same terms and conditions as stated therein with a mutual agreement of Selected Distributor(s) and as permitted by law. By submitting a Proposal, the Distributor agrees to make the same Contract terms and conditions, products, and price available to other such governmental agencies or eligible entities. No CBC party will in any way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities.

- 3.2 **Type of Contract:** Cost plus handling (fixed) fee per product with the option to include a delivery charge.
- 3.3 **Calendar of Events:** The required dates and times by which actions must be completed and, where applicable, locations are listed in the Calendar of Events chart on the last page. If CBC determines that it is necessary to change a date, time, or location it will issue an addendum to this RFP. Times are local time at the designated location (according to the clock in the Learning Resource Center office).
- 3.4 **Pre-Proposal Conference:** All Distributors that intend to respond to this RFP **MUST attend** the Pre-Proposal Conference.
- 3.5 **Questions for Pre-Proposal Conference:** Submit in writing questions regarding the RFP to Willow Kriegel RD/LD, via email kriegelw@wdmcs.org or during the pre-proposal conference
- a. Questions properly submitted prior to the Pre-Proposal Conference will be answered at the Pre-Proposal Conference.
 - b. 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.
 - c. All questions will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Proposal Conference.
- 3.6 **Written communication** will override any verbal communication that takes place during the process between any Distributor and CBC. Email is the preferred form of communication. (Note: Districts' email systems have very restrictive security systems. If a response has not been received within two (2) business days, contact Willow Kriegel at 515-633-5086.) Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by Willow Kriegel, at kriegelw@wdmcs.org

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates, and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Distributors prior to the RFP closing date. Examples of substantive could include clarification of discrepancies or errors.

A written response will be issued in accordance with the calendar of events; a written addendum is the only official method whereby interpretation, clarification and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged on the submitted proposal. All addenda will be issued electronically to each Distributor known by the CBC to have attended the Pre-Proposal Conference.

Before submitting a Proposal, it shall be the responsibility of each Distributor to contact Willow Kriegel, at kriegelw@wdmcs.org to determine whether additional addenda were issued.

- 3.7 **Discussions/Negotiations:** By submission of a Proposal, Distributor agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the Contract, Distributor will not discuss this procurement with any party except Willow Kriegel, Nutrition Services Director. The CBC reserves the right to reject any and all Proposals and to cancel this solicitation if it is in the best interest of the CBC. The CBC shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Distributor's response to this solicitation.

CBC reserves the right, at any time after opening and prior to award, to request from any Distributor clarification, address technical questions, make site visits, and review past performance or to seek or provide other information regarding Distributor's Proposal. This process may be used for such purposes as providing an opportunity for Distributor to clarify the Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Distributor. The CBC will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Distributor is offering to the CBC. An individual authorized to legally bind Distributor shall sign responses to any request for clarification.

CBC reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Distributor's qualifications including capabilities and performance under other contracts.

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 Distributor to notify Willow Kriegel, in writing, at kriegelw@wdmcs.org, so as to be received within five (5) business days after the date the RFP is issued by CBC. The RFP may or may not be changed but a review of such notification will be made prior to the award of Contract(s).

Issuance of this RFP in no way constitutes a commitment by the CBC to award any contract or agreement. This RFP is designed to provide Distributors with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive, and each Distributor is responsible for determining all factors necessary for submission of a

comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Distributor fails to deliver the proposal by the due date and time.
2. Distributor fails to respond to the CBC's request for information, documents, or references within the time specified.
3. Distributor's response limits the rights of the CBC.
4. Distributor's response materially changes a product or service requirement.
5. Distributor 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.
6. Distributor provides misleading or inaccurate responses.
7. Distributor initiates unauthorized contact regarding the RFP with CBC parties.
8. Distributor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP
9. Distributor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee, or other item requested in this RFP.

- 3.8 **Method of Award:** Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in Section 7 of this RFP. The CBC Evaluation Committee will review the proposals using the Evaluation Criteria found in Section 7.3. In addition, the CBC Audit Committee will conduct a pre-award audit, and check references.

CBC parties will award each Package independent of other Package awards. Some CBC parties may not award all Packages. Distributor may submit pricing for as few as one package to all packages.

As part of the evaluation process, CBC parties may request samples for pre-approval of all NEW products and any substitutions.

1. Samples requested will be a full case in normal delivery packaging.
2. Unboxed and unlabeled samples will not be considered for testing.
3. Samples for testing may be billed to the party conducting the test, if required.
4. Product samples required for testing purposes may be requested by the Designated Contact Person; product samples are to be delivered to the specified party(s) within ten (10) Business days of the request to appropriate site(s).

- 3.9 **Product Pricing:** All products will be priced as Distributor cost plus handling (fixed) fee, with an optional delivery cost to CBC parties. To the extent applicable, allowable costs will be paid only in accordance with federal regulations for cost-reimbursable contracts (see Section 5.5).

1. **Case Price:** Prices must be entered on the *Excel Spreadsheet for Prices*, Attachment D. CBC may request copies of invoices, price sheets, or confirmation letter prior to award of Contract. If possible, proposal pricing for 2023-2024 School Year should be used. For weekly priced items such as produce use week of 2/26/23-3/4/23. a. Prices quoted shall be the NET PRICE that Distributor will pay.
- b. Case cost should be locked with Packers/Manufacturer for the greatest extent of time to avoid price increases for Contract duration. This should be recorded in Good Thru Date column on *Excel Spreadsheet for Prices*, Attachment D as weekly, monthly, or annually.
- c. Prices shall be based on delivery to Distributor's warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Distributor will not exceed the rates established by nationally recognized common carriers.
- d. Official manufacturer confirmation letter must be maintained on file with Selected Distributor(s) for audit purposes.
- e. Allowances intended for the end user, such as, promotion allowances, bill-backs or other purchasing incentives MUST accrue to the benefit of each CBC party. Evidence of such discounts or allowances will be made available by Selected Distributor(s) for audit as required by law or upon CBC request. A Selected Distributor(s)'s invoice costs shall reflect proposal and/or promotion allowances, i.e., one free with 10, or proposal allowances, the benefits of which shall accrue to CBC parties. Self-funded allowances will be expected to be on-going. In the narrative section, explain any volume discounts or allowances that are from monies other than Manufacturers or Packers allowances. Record all allowances, source of allowances, and Allowance Good Thru Dates on *Excel Spreadsheet for Prices*, Attachment D.
- f. Allowances, intended for Distributor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of Distributor.

- g. Individual product rebates may either be filed by a CBC party or Selected Distributor(s) but will be paid to the CBC party in either case. Selected Distributor(s) will provide the tracking report, if requested.
 - h. Submit, with the Proposal, a list of all products that:
 - i. are firm for the entire school year, calendar year, or specified period of time that Distributor cannot provide for 2023-2024 school year, are a special-order including lead time
 - j. are purchased by Inner Company billing and/or Group Buying billing that are not normally in stock at the warehouse that services the CBC. If there is a price increase due to Inner Company or Group Buying billing, the increased price must be supported with a market bulletin(s) from an independent source; such documentation shall be maintained on file with Selected Distributor(s) for audit purposes
 - k. are Distributor processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. Selected Distributor(s) shall keep the market bulletin that served as the basis for the cost and the calculation for this Proposal on file for audit purposes.
 - l. are Distributor processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. Selected Distributor(s) shall keep the market bulletin that served as the basis for the cost and the calculation for this Proposal on file for audit purposes.
 - m. When a product unit is stated as case, decimals should be carried two (.00) places and for units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four (.0000) places. To determine a proposed unit that is less than a case, take the case cost to four places beyond the decimal (.0000) divide case cost by the number of units in a case and rounded to the nearest whole cent (.00).
2. **Handling Fee:** Includes but is not limited to procurement, handling at Distributor's warehouse, overhead, and profit. In the narrative section, explain how handling fee is determined. The handling fee is fixed for the length of the contract regardless of manufacturers/suppliers' invoice prices.
- a. Distributor shall propose a dollars and cents handling (fixed) fee per case to two (2) decimal points, for example, \$1.25.
 - b. The handling fee applied to a product shown in the *Excel Spreadsheet for Pricing* (Attachment D) shall also apply to all other pre-approved brands within that product specification in the event of substitution.
 - c. When an item is replaced on the bid document due to being discontinued by the manufacturer the agreed upon replacement item will be added at the same handling fee as the original item
 - d. Bid Items being replaced and mutually agreed upon by the CBC and the distributor for a specific line item will be added at the original handling fee for that line item. This includes Diverted Food items.
 - e. Additional flavors of an original line item will be added at the original handling fee for that line item.
 - f. Handling fees for broken cases shall be prorated based on the number of units ordered from the full case. The districts will keep broken case orders to a minimum; broken case orders shall consist largely of seasonings, condiments, fresh produce, and some non-food products. To arrive at the price for broken cases, Selected Distributor(s) shall divide the number of units in a full case into the per-case selling price, including the prorated handling fee.
 - g. In the narrative portion, Distributors should describe the prompt payment and volume discount allowances offered.
 - h. Indicate on *Request for Proposal Summary*, Attachment C the reduction in handling fee if any product or groups of products are drop shipped directly to a CBC party.
- 2b. **Diverted Foods Handling Fees:** When an item no longer qualifies as a diverted item as defined by the Department of Education, it will remain on the contract and move to the appropriate group on the original CBC proposal and the handling fee will remain the same for the life of the contract. If an item is on the original proposal and then becomes a diverted food item, it will move to the diverted foods group and the original handling fee will remain firm for the life of the contract.
3. **Delivery Charges:** Includes delivery to all buildings as indicated on the CBC Profile Sheets. In the narrative section, explain how delivery charges were determined including the base fuel cost at the time of the initial proposal. The delivery charge may be adjusted at renewal and one time per year in February based on the cost of fuel. No other criteria may be considered in adjusting the delivery charge. Distributor may propose an increase in the delivery charge as follows:
- a. If, on the first Monday in December and June for mid-year and renewal adjustments respectively, the price of fuel exceeds thirty (30) percent of the base fuel price, as established on the date of the Proposal opening according to the Weekly On Highway Diesel Prices for the Midwest Region as issued by the Energy Information Agency (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>), then
 - b. Selected Distributor(s) may submit a written request for an adjustment to the delivery charge; the request must be submitted to Willow Kriegel, kriegelw@wdmcs.org (or the current Director of Nutrition Services at West Des Moines Community School District) at least twenty (20) business days prior to February 1st and

August 1st for the adjustment to take effect on February 1st and August 1st respectively. The request must include justification and market documentation for the increase based on fuel cost, and should be based upon:

- i. Increase in the price per gallon over the base fuel cost. The increase in the delivery charge shall be based on \$.01 per each \$.20 increase in the cost of fuel per gallon. For example, if the base charge established at Proposal opening is \$4.00, and fuel prices increased to \$4.50 per gallon on December 1, then \$.05 may be applied per unit as indicated in Selected Distributor(s)'s original Proposal.
- ii. No fuel surcharges will be allowed during the Contract term or any renewals.

3.10 **Product Estimations:** Quantities reflected in this RFP are estimates based on the CBC parties' combined projected purchases for the 2023-2024 school year. These quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate may be affected by numerous factors including but not limited to, budgetary adjustments, product pricing, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

1. The CBC's combined product usage estimate provides a guide, but under no circumstances guarantee product usage.
2. The CBC will provide Selected Distributor(s) with information concerning the availability of USDA Foods which may impact purchase levels. Selected Distributor(s) should communicate regularly with the appropriate CN Directors to obtain this information.

3.11 **Proposal Submittal:** Distributor must furnish all information noted in this RFP, per CBC's issued forms, when appropriate, on Distributor's letterhead, when appropriate, and have required signatures.

1. Proposals that fail to meet the mandatory requirements of the RFP may be deemed noncompliant, and thus may be disqualified. Verbal information provided by Distributor shall not be considered part of Distributor's proposal. The content of a proposal submitted by a Distributor is subject to verification. Misleading or inaccurate responses may result in disqualification.
2. Distributor must acknowledge and explain any trade secrets or proprietary information recognized as such and protected by law, if the Distributor wants this information to be treated as confidential, at the time of submitting the proposal. Distributor must submit in separate sealed envelopes one (1) original and fifteen (15) electronic copies of the confidential information. The envelope must be clearly labeled as trade secrets/proprietary information. The Distributor's name and RFP Name (CBC 2023) must also be clearly labeled on the envelope. The confidential material must be excised from the proposal in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.
3. Modifications, additions or changes to the terms and conditions of this RFP by Distributors may be a cause of rejection of proposal. Distributors must submit all information on CBC's official forms or as specified in the RFP. Any RFP submitted on Distributor forms may be rejected.
4. Erasures or the use of typewriter correction fluid on proposal forms is not acceptable and may result in the rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal. No proposals shall be altered or amended after the specified time for opening.
5. Sealed proposals will be received before 1:00 PM local time, according to the clock in the Learning Resource Center, April 4, 2023, at 1:00 CST
West Des Moines Community Schools
3550 Mills Civic Parkway
West Des Moines, Iowa 50265-5556
6. Proposals that arrive after the required time at the specified location will not be considered. It is the responsibility of the Distributor to ensure that the proposal arrives at the required location by the required time. Postmarking by the due date will not substitute for actual receipt of the proposal. The CBC shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail, and telegraphic proposals will not be accepted. A submitted proposal shall remain valid for at least sixty (60) days from the proposal submission date.

Proposal Opening: As of 1:00 PM CDT, according to the clock in the Learning Resource Center on April 4, 2023, proposals in hand will be publicly opened. The names of Distributors, Package Summary Pricing including each Group total dollar amount and handling fee for Supplemental products, Handling Fee for Unknown/Future Products, reduction in handling fees/delivery charges from Manufacturer's Drop Shipment to a CBC party, Prompt Payment and Late Payment Fees, and Delivery Charges from the *Request for Proposal Summary*, Attachment C will be read aloud and recorded. Time is local time at the designated location.

1. At the conclusion of the proposal opening, the contents of all proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2. The CBC may treat all information submitted by a Distributor as public information following the proposal opening unless Distributor properly requests that information be treated as confidential in accordance with law at the time of submitting the proposal.
 3. By submitting a proposal, Distributor agrees that the CBC may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. Distributor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party.
 4. Original documents may be reviewed by appointment at Learning Resource Center, Nutrition Services, West Des Moines Community Schools. Contact Willow Kriegel for an appointment.
- 3.12 **Product Data Sheets:** CBC requires Product Data Sheets for all food products that do not have a Standards of Identity. Product Data Sheets must be compiled into a book or in an electronic medium and given to all CBC parties by the Selected Distributor(s) by August 20 of each school year. Each CBC party will choose the appropriate medium and may choose to receive both the paper and electronic form. In the Narrative section, Distributor will provide a statement on how they plan to provide the product data sheets that are current and accurate including when and how information will be updated. **Failure to provide required Product Data Sheets or approved equivalent may be grounds for termination of the contract.** Selected Distributor(s) shall provide new product data sheets within five (5) business days after request by the CBC party CN Director, or designee throughout the school year.
1. Product data sheets shall include, but will not be limited to, ingredient; allergens (including statements that indicate a possible allergenic contamination), nutrition information statements, CN label for meat/meat alternates and bread products, pack sizes, instructions for preparation/serving, date and signature of company official verifying information is accurate, and other pertinent product information.
 2. For CN labeled products, the label should be printed on the outside of the master carton, included as an insert in each master carton, or on signed and dated product data sheet that is on file in the CN office. The mandatory label must include:
 - a. Product name
 - b. Packaging date
 - c. Processor Name
 - d. Processor Lot Number
 - e. CN label
 - f. All ingredients, including seasonings, must be listed in descending order by weight.
 - g. Allergens, including statements similar to “processed in a plant that may also contain traces of ...” or “may contain ...”
- 3.13 **Safety Data Sheets:** CBC requires SDS for all chemicals. As required by each CBC party, SDS must be compiled by Selected Distributors(s) into a book for each site or in an electronic medium by August 20 of each school year. Each CBC party will choose the appropriate medium and may choose to receive both the paper and electronic form. 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 all new chemicals prior to delivery of product to each district and within five (5) business days after request by the CBC party CN Director, or designee throughout the school year.
- 3.14 **Ordering Procedures:** CBC prefers an on-line ordering process with ability to interface with CBC party CN software. Ordering procedures for the CBC parties vary from one person to several CNP employees ordering. Separate account numbers must be maintained for each delivery site. In the narrative section, Distributors must describe their expectation of the ordering procedures, including but not limited to when orders must be placed to ensure delivery times, lead-time requirements, and how to provide information. If ordering procedures are different for the various Packages indicate all procedures as applicable.
1. Order Guides will follow the same grouping, order, and alphabetical terminology as in RFP. If Internet-based, electronic ordering system is used, Selected Distributor(s) will provide training on use of the ordering system to necessary CBC party personnel. Updating of the computerized order guide (product data base) will be done weekly in an effective and standard electronic method and form for all delivery locations.
 2. Selected Distributor(s) will maintain current master order guides with new products and special-order products for each CBC party. Changes will be reviewed as they occur. Selected Distributor(s) must block non-Proposal products from electronic ordering systems available to the CBC party as requested.
 - a. Selected Distributor(s) must have the capability of reserving product ordered from the time of transmittal of orders when product is ordered in advance to prevent out of stocks (i.e., order placed Thursday, is reserved until delivery on Tuesday). The CBC parties will provide menus to Selected Distributor(s) by the 20th of the month for the next month.
 - b. Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
 - c. Some CBC parties may require certain products for students with special needs. Selected Distributor(s) will do everything in their power to provide these products, i.e., lactose-free milk, gluten-free products.

3. Orders will be transmitted electronically or by fax as mutually agreed upon by Selected Distributor(s) and the CBC party.
 - a. Selected Distributor(s) may be required to provide assistance to CBC parties to set-up and utilize existing technology by providing computer software and training for online account management. Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing. Selected Distributor(s) will train selected staff on use of system at no additional cost to CBC parties. The order guide will be updated weekly at a specified time of day and week in a timely and efficient manner (A maximum of 25 minutes online should be all that is required to place an order). Incompatibility and inefficiency of software will be grounds for rejection of any Proposal or termination of the Contract.
 - b. It is an expectation that Selected Distributor(s) would work with CBC parties to provide the program for direct transmission of orders from current Nutrition computer software to Selected Distributor(s).
 4. CBC parties may order Unknown/Future Products stocked by Selected Distributor(s). The product will be purchased at Selected Distributor(s) cost plus the approved handling fee indicated.
 5. The CBC parties may request Unknown/Future Products not identified on *Excel Spreadsheet for Pricing*, (Attachment D) and not regularly stocked at the Selected Distributor(s)'s product cost plus the established handling fee. The CBC parties agree to purchase all cases of non-regularly stocked product.
 6. Sales to any individuals are strictly prohibited. Sales to school sponsored groups may only be authorized by a CBC party CN Director or designee.
- 3.15 **Substitutions:** All substitution requires the prior approval of the relevant CBC party's CN Director or designee. If Selected Distributor(s) 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 received. Describe substitution policy and procedures. Approved substitutions still serve to reduce Selected Distributor(s)'s fill rate (see section 2.10).
1. In the event of significant price escalations, a CBC party, at its sole discretion, shall have authority to discontinue purchasing that product and Selected Distributor(s) shall be prepared through a school account representative, to offer acceptable substitutions at equal or lower cost.
 2. Selected Distributor(s) will notify CBC parties at least 30 days prior to product changes, including but not limited to, manufacturer, house brand packer, pack size, discontinuations, etc. Selected Distributor(s) will coordinate product transition to achieve a mutually beneficial result for all parties. Failure to provide appropriate notice and coordination shall result in Selected Distributor(s) being charged for unusable products including the CBC party's cost and a \$100 penalty per incident per affected CBC party.
 3. Selected Distributor(s) will not drop or discontinue a product required by CBC parties without 30 days' notice. Failure to provide notice shall result in a \$100 penalty per incident per affected CBC party. If a suitable replacement cannot be agreed upon by the time the product is menued, the penalty will be doubled to \$200. Selected Distributor(s) is not responsible for discontinuations by the Manufacturer, but still must provide a 30-day notice to the CBC party. A copy of the Manufacturer's notification notice may be requested by the CBC.
 4. Each substitution should be labeled clearly as such on each invoice with a separate product code. Substitutions should exist only in emergency situations. Substitution may not exceed 2% of products being ordered. Even though a CBC party employee signs the invoice for a non-approved product, CN Director or designee may return the product with no charge. Product-to-be-returned must be picked up within seven days unless other arrangements have been made.
 5. Excessive substitutions as determined by the CBC party may jeopardize future business from the CBC or invoke contract termination proceedings.
 - a. Selected Distributor(s)'s representative must contact the CN Director, or designee, no later than two (2) business days in advance in writing (emailed or faxed), to request a substitution approval. Any substitution that is not approved, in advance, in writing by the CN Director or her/his designee, may be rejected.
 - b. For the sake of meeting delivery schedules, Selected Distributor(s) may deliver any pre-approved brand substitute, at the same or lower portion cost, with a minimum of 24 hours notification and prior written approval of the CN Director, or designee.
 - c. To further facilitate appropriate substitutions in out-of-stock situations, and to make all reasonable efforts to accommodate students with food allergies, Selected Distributor(s) must provide CN Directors (for pre-approval) a list of commonly stocked products that could be substituted for breaded, mixed entrée and other products where allergens may pose a risk to students. Current specification sheets, which include an ingredient list, a nutritional analysis, and a list of specific allergens for each proposed substitution, must be provided. Selected Distributor(s) is responsible for any harm to students that may occur as a result of food allergens that are contained in products that were substituted for pre-approved brands without the written approval of the CN Director.
 - d. If a substitute product is not approved by the CN Director, or designee, the CBC party shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. Selected Distributor(s) shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. Selected Distributor(s) shall have no basis to complain that the substituted product purchased could have been purchased at a lower price and therefore want the cost differential to be lowered. CBC will subtract cost difference of Proposal price and another source's purchase price from Selected Distributor(s)'s next payment.

- e. To meet food safety and recall regulations, Selected Distributor(s) will notify the CN Director, or designee, and obtain written approval in advance whenever there is a change of Proposal product sources, including when any non-domestic agricultural products are substituted for domestic agricultural products.

3.16 **Delivery:** Schools and other locations requiring delivery are listed on the CBC profile sheets. A map of the locations will be available upon request.

1. All shipments shall be delivered FOB: Destination – no freight allowed.
2. All trucks used in the delivery of products must be cleaned and washed as necessary to maintain sanitary conditions.
3. Each delivery must be made in a single vehicle which will adequately protect frozen, dry, or chilled products in accordance with manufacturer's recommendations and current Food Code. Types of delivery vehicles used may be impacted by facility and Selected Distributor(s) should be acquainted with facilities. If submitting a proposal for refrigerated/frozen products, discuss how TCS foods will be maintained at the appropriate temperatures. Check current Iowa Food Code for specifics.
4. Storage and truck temperature for frozen products must be maintained at 0 degrees F or less. All frozen food must be delivered in a completely hard frozen state. Products showing thaw or deterioration in any form at the time of delivery will not be accepted. Any product delivered in an unacceptable condition will not be accepted.
5. To provide consistency and familiarity with the individual facility, personnel, products, and requirements, it is preferred Selected Distributor(s) schedule the same driver(s) to each CBC party.
6. Deliveries shall be made to CBC parties on a regular schedule between hours that are mutually agreed upon. Any deviation from the schedule will require notification of the CBC party CN Director, or designee.
7. Delivery schedules shall be submitted by Selected Distributor(s) to the CN Director for approval two (2) weeks prior to the first delivery and remain constant from week to week. To the degree possible, delivery routes should feature dedicated trucks that deliver in sequence to CBC parties on a predictable timetable. Conflicts with arrival and departure of students may require changing delivery routes for safety concerns.
8. Deliveries shall be made Monday through Friday except school holidays or closing days (due to inclement weather).
 - a. When holidays or closing days fall on scheduled delivery day, deliveries shall be made on the next school day, the day before the holiday, or on planned alternate schedule that is acceptable to both Selected Distributor(s) and each CBC party. (The CBC parties' calendars are available upon request.)
 - b. The CBC parties will make efforts to provide advance notification to Selected Distributor(s) in the event of weather-related closings. Local radio, television stations and District websites show school closing. On days of closing due to inclement weather, the CN employees may not be able to get to work; therefore, arrangements must be made for mutually acceptable delivery times.
 - c. If delivery should occur so late as to cause payment of overtime rates (after 2:00 pm) for school foodservice staff, that dollar amount incurred will be deducted from the invoice if the late delivery was the fault of the Selected Distributor(s).
9. Special deliveries will be required only if a Selected Distributor(s) fails to deliver a product on a regularly scheduled delivery, in which case Selected Distributor(s) shall make delivery within 24 hours or as otherwise requested by the CBC party Director. If the special delivery is because of Selected Distributor(s)' fault, no special delivery charge will be assessed to the CBC party.
10. If a product is omitted from an order by Selected Distributor(s) or is delivered in unacceptable condition (defrosted frozen product or damaged containers, for example) replacement delivery must be made within 24 hours, or at a longer time span if approved by the CN Director, or the approved designee.
11. Cartons/broken cases must be marked with appropriate product identifying information as indicated on the Purchase Order and packaged in containers that are new, appropriately designed for the products, and sturdy enough to protect the products in the loading, transit, unloading, and storage process.
12. Drivers must deliver products into cooler, freezer, or storeroom as designated by the CN employee. Drivers are not required to stow products on shelves, nor remove containers from master cases.
13. Drivers will require authorized CN employee to verify accuracy of products, total quantities, and condition of merchandise. The authorized CN employee must sign for each delivery unless otherwise agreed upon. Variations from the delivery ticket, such as shortages, damages, miss picks etc., must be noted and initialed by both the driver and CN employee or reported within 24 hours to the Selected Distributor(s).
14. Continual problems with deliveries, including drivers, may be grounds for termination of the Contract.

3.17 **Payment Terms:** CBC strives to maintain processes that ensure prompt payment for goods and services received. Upon receipt of statement, verification, and resolution of all credits, CBC parties will make payments within thirty (30) days and in accordance with the terms of this Contract. All statements received for payment will be processed in compliance with each CBC party's policy.

1. **Credit Memorandums:** Selected Distributor(s) shall issue credit memorandums for returned/picked up products within ten (10) business days from the request to do so. Failure to issue credit memorandums in a timely basis shall constitute grounds for withholding Selected Distributor(s) payments without a late fee penalty.

2. **Payment Considerations:** No adjustments will be made in aggregate prices to account for either prompt payment discounts or late payment fees. Prompt payment discounts and late payment fees may be considered in the assignment of points.
 - a. **Prompt Payment Option:** Distributors may propose prompt payment discounts if they choose. There is no requirement for extending prompt payment discounts. Distributors that do NOT propose payment discounts, however, may NOT include in their proposal any penalty to schools based on late payment.

Distributors proposing prompt payment discounts must clearly describe the discount in percentages, the maximum period of time in days that may elapse from billing date for the discount to be taken and the maximum number of days that may elapse from billing date for the payment to be considered past due. This information must be included on the *Request for Proposal Summary*, Attachment C.

For example, “2/10 net 30” means the school must pay within 30 days of the statement date but will receive a 2% discount if payment is made within 10 days of the statement date.
 - b. **Late Payment Fee:** These fees must be described in percentages assessed per MONTH. Penalties may begin to accrue no earlier than the 31st day after receipt of statement, verification, and resolution of all credits.
 3. **Fill Rate Penalty:** A penalty will be reflected in the CBC party’s payment for any delivery site whose order/delivery does not meet the required 98% fill rate. The penalty will be at the rate of 1/2% of the total dollar value of the invoice total upon that delivery.

The CBC parties will extend a grace period of one month from August 1, 2023 as an adjustment time. Selected Distributor(s) may be asked for a fill rate report. Fill rate will be verified by the invoice for cases received and the CBC party’s printed copy of the order for the site.
 4. **Penalties:** As described in Section 3.15, a penalty will be deducted from each CBC party’s invoices in connection with substitution issues.
- 3.18 **Communication:** Distributors will provide a list of contacts for each CBC party on *Distributor Information* form (Attachment H). Selected Distributor(s) shall designate sales staff to work with the CBC parties.
1. **Price Changes:** All products costs will include an “Item Good Thru Date” on *Excel Spreadsheet for Pricing* (Attachment D) expressed as “weekly, “monthly” or “annually”, Selected Distributor(s) shall submit a price change report based on documented cost changes by 25th of prior month to each CBC party starting with September 25th for new prices to be effective on the first day of the next month for monthly items. For weekly price changes Selected Distributor(s) will notify CBC members on the Friday prior to the Monday price change occurring. Product cost decreases as well as increases shall be passed on to each CBC party.
 - a. Prices on the electronic order guide must be current and will include the handling fee.
 - b. The regular weekly updates on the order guides shall reflect any price changes or product additions/deletions.
 2. **Reports:** Selected Distributor(s) will provide product purchasing reports and summary information by delivery location, CBC party, and summary for all CBC parties. Selected Distributor(s) will verify with the Nutrition Director the length of period and other specifics, such as format and sites, and frequency of report. The sortable Excel spreadsheet will list number of cases for all products purchased and total dollar amounts for each product.
 3. **Special orders:** Selected Distributor(s)’s representative will keep CBC parties informed of special-order status. Items with estimated usage of 100 cases or more cannot be special order.
 4. **Forecasting:** CBC parties will provide Selected Distributor(s) with a system of forecasting purchases with reasonable lead-time to facilitate Selected Distributor(s) ability to achieve successful fill rates as described in section 2.10.
- 3.19 **Recordkeeping:** Selected Distributor(s) will prepare and retain all reports, records, and other information regarding the procurements made under this Contract as required by applicable state and federal laws and regulations governing Federally funded Child Nutrition programs and other applicable law. Any and all documents, books, records, invoices, and/or quotations of CBC parties’ purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the Contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the CBC, State, and Federal representatives and auditors in accordance with federal regulations. Selected Distributor(s) must ensure that any such records held by a subcontractor are likewise subject to these provisions.
1. **Audits:** Access shall be granted by Selected Distributor(s) to CBC parties, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of Selected Distributor(s), which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. CBC parties may conduct audits to validate costs and compliance with agreement terms and conditions. CBC parties will allow a reasonable timeframe for Selected Distributor(s) to prepare files for its audit. Selected Distributor(s) will correct any

problems identified in the audit findings immediately following notification of same. Audits may be made of Selected Distributor(s)' costs price records as follows:

- a. Audits are required at the end of the contract period.
 - b. Audits may also be made at any time during the term of the contract.
 - c. Audits may be made at the discretion of CBC at any time monthly price reviews indicate that a problem might exist.
 - d. Audits shall be made of the following:
 - i. Questionable price increases.
 - ii. Selected products showing price increases.
 - iii. Selected products showing no price changes.
 - iv. Substitution of cheaper brands or grades.
 - e. A full review may be undertaken when circumstances are questionable.
 - f. Selected Distributor(s)'s purchase invoices, receiving invoice records, and other documentation required to substantiate supplier's costs, will be made available for audit as outlined above.
 - g. Any audit, which results in a 2% discrepancy over prices, will be paid for by Selected Distributor(s).
 - h. A pre-RFP award audit will be completed. The audit will be a random selection of at least 5% of the products. If more than 5% of the selected products are found questionable, the proposal will be rejected.
 - h. Professional audits could be conducted by a company or the Business Managers from the various districts. State and Federal agencies that control CN funds could also conduct an audit.
2. **Audit Procedures:** All products included in the *Excel Spreadsheet for Pricing* (Attachment D) are subject to post-award audits. For a post-award audit conducted by the CBC, Selected Distributor(s) will be given a three (3) week notice of the intent to conduct an audit prior to the post-award audit. A list of products to audit will be provided to Selected Distributor(s) prior to the audit. The post-award audits will be conducted by CBC at Selected Distributor(s)'s business office, or the CBC may request the documentation be mailed to them for review. Post-award audits may be conducted as frequently as deemed necessary by CBC.
 3. **Unresolved Audits:** 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.

4.0 **PRODUCT REQUIREMENTS**

4.1 **General Requirements:** All products shall conform to the minimum requirements of Federal and State laws and regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products supplied by Selected Distributor(s) will comply with Standards of Identity, Quality and Fill and Drained Weights as described in relevant federal regulations.
2. All foods, especially TCS foods, will be handled according to the latest Iowa Food Code or other Iowa Codes that govern the products.
3. With respect to any products that are misrepresented, the Selected Distributor(s) is expected to take immediate action, including contacting the supplier whose name and address appear on the package, to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the Selected Distributor(s) may be required to have the Manufacturer provide an independent or third-party laboratory analysis to justify the grade.
5. Random sampling and testing of products will be performed by CBC. Should any Product fail to meet specification, quality or condition as awarded, CBC will require the Selected Distributor to remove any such Products from every CBC party; provide full credit for the total value of removed product; and reimburse CBC parties for any cost.
6. If product origin is not listed on the case or broken cases, Selected Distributor(s) will be required to provide country of origin when a CBC party requests the information.
7. Distributors are required to complete the *House Brand and Grade Identification Chart* (Attachment L) for all dry, canned, or frozen fruits and vegetables and seasonings. CBC parties must be able to identify all labels they will receive on the House Brand and Grade Identification.

4.2 **Student Acceptance:** Samples of each selected product shall be submitted for student taste testing either prior to proposal opening or part of the product selection process when more than one product was proposed for a specific line product. A pass/fail taste test of the samples provided will be conducted to determine acceptability. Product must pass 60% or more of the total student sample group. Taste failure will eliminate the product from the approved products and another product will be selected. CBC parties reserve the right to determine taste acceptability based on results of tasting with students and the CBC parties.

4.3 **General Terms:**

1. **Individually Quick Frozen (IQF):** IQF means that the parts can be removed individually from packages. Quick means frozen at the time in a freezer tunnel, either by air blast, nitrogen or carbon dioxide.

2. **Child Nutrition (CN) Label:** CN Label is a standardized food crediting statement on a product that has been authorized by USDA/FNS. Manufacturers must have quality control procedures and inspection oversight that meet the FNS requirements. In lieu of a CN label, a Manufacturer may provide a signed certificate stating that the product is manufactured in accordance with CN standards.
 3. **Geographical Preferences:** Federal procurement regulations specifically prohibit the use of in-state or geographical preferences in the evaluation of proposals except where permitted by federal law, such as the 2008 Farm Bill which amended the Richard B. Russell National School Lunch Act to encourage CNPs to purchase unprocessed locally grown and locally raised agricultural products.
 - a. For this RFP, locally grown/raised will mean within a 200-mile radius of Des Moines, Iowa.
 - b. Unprocessed agricultural products mean only those agricultural products that retain their inherent character. Examples of allowed processing include size adjustments such as grinding beef, freezing fresh vegetables, and bagging raw vegetables into individual serving size packages.
- 4.4 **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 Selected Distributor(s) and/or user that the product meets the IMP specifications.
 3. **Meat and Poultry Grades:** If appropriate, USDA grade stamp 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 pack. 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.
- 4.5 **Fruits and Vegetables – Canned, Frozen, Dried**
1. **Grades:** Unless otherwise stated in the specification, the top quality specified for canned fruits is Grade B (Choice) and for canned vegetables is Grade B (Extra Standard).
 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.
- 4.6 **Seasonings:** Complete *House Brand and Grade Identification Chart* (Attachment L) for seasonings. All prices will be compared on a per ounce bases within pack size specified.
- 4.7 **Disposables:** If Distributor is requesting a different Manufacturer than specified on *Excel Spreadsheet for Pricing* (Attachment D), Distributor must complete the *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size* (Attachment M).
- 4.8 **Textiles:** Some CBC parties order textiles as needed in small quantities, while others order larger quantities, which may be drop shipped from a Manufacturer. Indicate prices for all quantities. Indicate normal packing, such as dozen or case.
1. **As Needed delivery:** These products may be ordered by any CBC party at any time and in any quantity during the contract period. Indicate if there is a minimum delivery requirement. These estimated quantities are identified in Group J of Package I.

2. **Large quantity delivery:** CBC is looking for a substantive price break for one time delivery. These deliveries may be drop shipped from the Manufacturer or delivered by the Selected Distributor. Indicate minimum delivery requirements and lead time requirements.
- 4.9 **Chemicals:** All products must conform to environmentally preferable cleaning and maintenance supplies standards per state and federal law. “Environmentally preferable cleaning and maintenance products” includes, but is 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 D)
 - a. Cost per gallon of products diluted to Manufacturers 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 the end of the contract period, the Manufacturer is responsible to disassemble and remove all dispensing equipment.
 3. SDS will be required for all products, as requested or when product is reformulated.
 4. Distributor(s) that provides products that are Green Certified and provide effective cleaning will be viewed favorably.
 5. A 90-school day trial period may be evoked to evaluate effectiveness and cost of product. Explain Chemical implementation and service plan for each CBC party.
 - a. **Green cleaning:** Explain the degree of product’s “Greenness” on Proposal. Discuss known future improvements to current products or potential new products.
 - b. **Hardware:** If hardware must be changed, new dispenser must be retro fit to use existing holes for dispensing equipment unless new/additional holes are approved by each CBC party’s CN Director. If a technician needs to visit a facility prior to submitting a Proposal, please contact each CBC party’s CN Director to schedule an appointment.
 - c. **Service:** 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?
 6. Depending upon the school district size and storage capacity, CBC requests two different delivery options.
 - a. **As Needed delivery:** These products may be ordered by any CBC party at any time and in any quantity during the contract period. Indicate if there is a minimum delivery requirement.
 - b. **Large quantity delivery:** CBC is looking for a substantive price break for large quantity deliveries. These deliveries may be drop shipped from the Manufacturer or delivered by the Selected Distributor. Indicate minimum delivery requirements and lead time requirements.
- 4.10 **Small wares:** CBC parties will order small amounts of most products at some time during the contract periods. There are selected products that some CBC parties may order in large quantities at one time during the contract year. Note: If case price is requested, make sure to propose the specified case size.
1. **As Needed delivery:** These products may be ordered by any CBC party at any time and in any quantity during the contract period. Indicate if there is a minimum delivery requirement.
 2. **Large quantity delivery:** CBC is looking for a substantive price break with one time delivery. These deliveries may be drop shipped from the Manufacturer or delivered by the Selected Distributor. Indicate minimum delivery requirements and lead time requirements.
- 5.0 **INSTRUCTIONS FOR COMPLETING EXCEL SPREADSHEET FOR PRICING**
- 5.1 **Product 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 CBC had justification due to student taste testing, sales records, or specific recipe needs. If Distributor finds any erroneous product brand code numbers or requests a change in pack type (bags versus can) or pack size, inform the CBC by using the *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size*, Attachment M. No glass jars will be accepted.
- 5.2 **Errors and Omissions:** The CBC Evaluation Committee reserves the right, in its sole discretion, to waive minor technicalities, correct mistakes or omissions of line products of which specifications or information may be misleading or inaccurate in a proposal.
- 5.3 **Product Line Numbers:** Line numbers attached to products will remain uniform and constant throughout the Contract school year and subsequent renewal years.
- 5.4 **Price Rounding:** The price offered for a case should be two (2) decimal places (.00), for pounds price should be three (3) decimal places (.000), and for broken cases a maximum of four (4) places (.0000) beyond the decimal.

- 5.5 **Allowable Costs:** In accordance with applicable federal regulations, for all cost reimbursable contracts:
1. Allowable costs will be paid to the Selected Distributor(s) net of all discounts, rebates and other applicable credits accruing to or received by the Selected Distributor(s) or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the CBC party.
 2. The Selected Distributor(s) must exclude all unallowable costs (i.e., those that cannot be paid with federal funds) 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.
 3. The Selected Distributor(s)'s determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.
 4. The Selected Distributor(s) must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the CBC party for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The Selected Distributor(s) shall report this information on an at least monthly basis.
 5. The Selected Distributor(s) must identify the method by which it will report discounts, rebates and other applicable credits allocable to the Contract that are not reported prior to conclusion of the Contract; and
 6. The Selected Distributor(s) must maintain documentation of costs and discounts, rebates, and other applicable credits, and must furnish such documentation upon request to the CBC party, the State agency, or the USDA.
- 5.6 **Products:** Distributors should quote a price for ALL products listed within a Package. Preference may be given to Distributors that can provide all products listed within a package. For a renewal year, Selected Distributor(s) will be required to provide prices for all products listed in the previous contract period and any new products requested for the ensuing year in April of each year.
1. Actual prices, allowances, and handling fees on the *Excel Spreadsheet for Prices* (Attachment D) are required for the products noted in all Groups.
 2. CBC parties will try to coordinate product requirements in order to minimize the number of products Selected Distributor(s) is required to have on hand.
- 5.7 **Packages:** The RFP is subdivided into two (2)-different packages. Packages are defined on *Request for Proposal Summary*, Attachment C. This RFP will include Package 1 and Package II.
1. **Package Submittal** – Distributors may submit Proposal(s) for **any or all** of the packages. The packages are designed to encourage competition, while reducing costs.
 2. **Package Evaluation** – Each Package will be evaluated individually.
 3. **Award Expectation** – Selected Distributor(s) will be expected to provide all products in the awarded package in accordance with terms and conditions of this RFP.
- 5.8 **Information:** *Excel Spreadsheet for Pricing*, Attachment D.
1. **Estimated Proposal Quantity** – CBC parties have entered combined estimated annual usage for each product that they plan to purchase next year in the column labeled Est. Qty.
 2. **Diverted Foods** – Products which CBC Parties have allocated USDA Foods to be part of the products. Actual usage is dependent on availability of USDA Foods.
 3. **DO NOT ADD OR DELETE LINES** – The proposal document is designed to compute quantities for various pack sizes. It is imperative that Distributors do not alter the proposal document format. Manipulating worksheets, lines, or columns maybe grounds for disqualifying the Proposal.
Approved Brand – For each line product, you may **ONLY** propose approved brands. Do not enter additional brands. If you would like to submit an alternate product, use attachment M during the period of time allotted for submission. If product code number, pack size, or servings per container are not correct for approved brands, please notify Willow Kriegel (kriegelw@wdmcs.org) using the *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size form*, Attachment M.. Do **NOT** make a change unless an addendum is received.
 4. **Distributor Choice** –In the approved brand column, when Distributor Choice is listed, Distributor may offer any label that meets product specification. Delete the words Distributor Choice and enter the brand you are bidding in the cell in **red type**. Pack size that is listed is the most commonly used pack size for Districts. If the brand you are submitting is a different pack size, use attachment M to submit a pack size change. All labels must be identified on the *House Brand and Grade Identification* chart, Attachment L.
 5. **Ditto marks or similar indications of repetition are NOT permitted**, and their inclusion will render the proposal as non-responsive.
- 5.9 **Instructions for completing Attachment D**

Attachment D is a spreadsheet of items with usage amount for the CBC members. Items are divided into categories; Frozen, Refrigerated, Dry, Diverted Foods, and Non-Foods and Chemicals. Package I includes Frozen, Refrigerated, Dry, Diverted and Non-foods. Package II is the chemical category only. A vendor may choose to submit a proposal for one or both packages.

Approved Brand items must be the exact product code listed or a vendor may submit an alternate product during the pre-approval period and the CBC members will consider their request and either approve or deny the alternate product during that time. All vendors that attend the pre-bid conference will be provided information on acceptable alternate products to be added for the line item.

Distributor Choice Items must meet the specifications listed on attachment D for the respected line item including pack and size. If a product is being proposed that has a different pack size, attachment M must be filled out for each line item.

Unknown Items/Future Item handling fees- This is a tab on attachment D that must be filled out. It is the handling fee that will be assigned to new items that become available and will remain firm for the life of the contract. Estimated quantities have been added to the various dollar categories and will be used to calculate a dollar amount to be calculated into the overall price of the proposal. If you are only proposing chemicals, you do not need to enter a value for the other categories listed.

**Entries Made by Distributor
For all Packages, all Categories**

- Distributor Code # – enter distributor’s inventory code number
- Cost to Distributor – enter manufacturer’s cost delivered to Distributor’s warehouse
- Case Allowance – enter allowances (volume discounts) manufacturer, supplier, self- funded, or other sources provided as a reduction in case cost in place of a guaranteed price.
- Handling Fee – enter Distributor handling fee for providing and delivering the product
- Item Good Thru Date – Date the manufacturer or Distributor will guarantee the product price and should be expressed in weekly, monthly, or annually. If no *Item Good Thru Date* is indicated, CBC will take the price for the entire contract period, 2023-2024 school year
- Source of Allowances – Identify allowance source.
- Allowance Good Thru Date - Date the manufacturer or Distributor will guarantee the allowance. If no *Allowance Good Thru Date* is indicated, CBC will take the allowance for the entire contract period 2023-2024 school year

For Package II –Chemicals: In addition to instructions for all groups, enter the following information

- Vendor Pack – enter distributor or manufacturer pack size for item
- Cost per Gallon Diluted to Manufacturer’s Ratio – Calculate this ratio and enter into cell
- Dilution ratio of product to ratio of water

Step 3: Calculations Performed Automatically – DO NOT MAKE ENTRIES INTO THE COLUMNS or CELLS noted below. The extended price will be correct only if case pack or servings per case are exactly the same as the product quoted.

- Cost minus Allowance plus Fee – calculated by formula to add cost to distributor minus allowances plus handling fee.
- Estimated Qty. – the spreadsheet calculates the number of units needed for each approved brand based on servings per container.
- Total Price – the spreadsheet calculates the Unit Price plus Handling Fee times the Estimated Qty. and enters the total in this column. Spreadsheet will round prices to two (2) decimal places (.00).

Step 4: RECAP Sheet - DO NOT MAKE ENTRIES INTO THIS SHEET. Subtotals from each page enter to this page automatically and grand total is calculated.

Step 5: Request for Proposal Summary, Attachment C – Distributor MUST Enter

- Reduction in Handling Fees/Delivery Charges for Manufacturer’s Drop Shipments to a District
- Group Subtotal Dollar Amount from RECAP sheet. For chemicals, enter “Dilution Ratio of Product to Water” cost
- Unknown/Future Products Handling Fees
- Prompt Payment and Late Payment Fees

- Delivery Charge
- Sign and date document.
- NOTE: If Request for Proposal Summary is not completed accurately, it may be grounds for rejection of Proposal.

Step 6: Final Step – Print every sheet, and **copy file** to fifteen (15) electronic mediums (flash drives) to submit before the proposal deadline.

6.0 FORMS AND CONTENT OF PROPOSALS

6.1 These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.

1. The submittal includes one (1) original copy of the RFP as required documentation and 15 electronic media. The original copy shall be submitted in a separate sealed envelope. If the original or a copy requires more than one envelope, the envelopes shall be numbered in the following fashion: 1 of 3, 2 of 3, etc. The envelopes shall be clearly labeled with the following information:

| | |
|--------------------------------|----------------------------------|
| RFP CBC 2023 | Original or Copy (as applicable) |
| Envelope number (i.e., 1 of 3) | Date |
| Distributor's Name and Address | |

2. If Distributor designates any information in RFP as confidential, Distributor must submit the information pursuant to Section 3.9.2.

6.2 Distributor will complete *Request for Proposal Summary* form (Attachment C), which includes the following:

1. Reduction in Handling Fees/Delivery Charges for Manufacturer's Drop Shipment
2. Delivery Charges
3. Package Summary Pricing
4. Unknown/Future Products Handling Fees

6.3 The following documents and responses shall be included in the proposal **in the order given below:**

1. Distributor must sign and submit the *Terms and Conditions of Acceptance* (Attachment A) in which Distributor shall agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If Distributor objects to any term or conditions, Distributor must specifically refer to the RFP page and section of the corresponding section on Attachment A. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify a Distributor.
2. Distributor must sign and submit a *Proposal Certification and Contract Award* (Attachment B) for each CBC party in which Distributor shall certify that the contents of the proposal are true and accurate. A copy from each CBC party will be returned to Selected Distributor(s) once the Contract has been awarded by the party's Board of Directors.
3. Distributor shall also submit the following:
 - a. *Request for Proposal Summary*, Attachment C
 - b. *Excel Spreadsheet for Prices*, Attachment D
 - c. *Certification of Independence and No Conflict of Interest*, Attachment E
 - d. *Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying*, Attachment F
 - e. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*, Attachment G
 - f. *Distributor Information*, Attachment H
 - g. *Certification Statement Regarding Buy Americans Provisions*, Attachment I
 - h. *Certification Statement Regarding Food Laws*, Attachment J
 - i. *Targeted Small Business (TSB) Program Certification*, Attachment K
 - j. *House Brand and Grade Identification Chart*, Attachment L
 - k. *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size*, Attachment M, if required

6.4 **Required Documents:** Distributor is requested to provide the following information:

1. Distributor's Code of Ethics
2. Explain current purchasing procedures, including but not limited to
 - a. how and when buyers place orders for specific companies, fresh produce, and local food, if appropriate
 - b. electronic ordering
 - c. lead time requirements and ordering procedures, specify by company if necessary
 - d. maintenance of adequate inventory
 - e. communication with buyers to ensure product availability

- f. how CBC parties will know what products are available
 - g. special orders
 - h. diverted food systems
 - i. substitutions
 - j. fresh produce maturity, spoilage, grade, pack size, GAP certification
3. Statement of certificates of insurance from issuing company or authorized agent including appropriate signatures
 4. List of at least three references of school districts of similar size to Districts including names and contact information
 5. List of products for 2023-2024 contract year that
 - a. have firm prices with good through dates
 - b. cannot be provided by Distributor
 - c. are normally Special Orders including lead time requirements
 - d. are not normally stocked at Distributor's warehouse that services school districts
 - e. are Distributor processed foods
 6. Schedule for updating prices
 7. Chemical implementation and service plan including
 - a. "Greenness" of chemicals; do chemicals meet current Iowa code and other law
 - b. If necessary, what is the conversion plan from current chemicals to new chemicals?
 - c. hardware requirements
 - d. service schedule
- 6.5 **Narrative Section:** Distributor will summarize, discuss, and clarify selected topics as identified in the RFP in the order listed below. No more than 10 pages (See 7.3.1.c). Information may be provided in tables or charts or similar depictions.
1. Explain any litigation, arbitration, mediation, administrative proceedings, investigation, or like matter related to Distributor's business activities in which Distributor is currently a party or in which Distributor is a party within the last 5 years.
 2. Explain volume discounts or allowances
 3. Explain how handling fee(s) were determined
 4. Explain prompt payment allowances and late payments fees
 5. Delivery fee including base fuel costs
 6. Describe how nutrition information will be maintained
 7. Describe how SDS information will be maintained
 8. Describe Distributor's expectations on how CBC parties will order
 9. Describe textile delivery requirements and minimum quantities
 10. Describe small-wares delivery requirements and minimum quantities
 11. Describe ancillary services offered
- 6.6 **Value Added Options and Services:**
1. Value Added Options and Services including, but not limited to product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the Proposal.
 2. Should Distributor choose to make Value Added Options and Services available to the Districts, a separate document, describing the specific value added features, must be submitted at the time of the Proposal opening. Documents describing Value Added Options and Services must be presented in a sealed envelope labeled Value Added Options and Services. The Distributor's name and RFP Name must also be clearly labeled on the envelope. Distributor must submit in separate sealed envelopes one (1) original and fifteen (15) copies of the information.
- 6.7 **Other Required Documents/Information**
Distributors must ensure that they provide any other documents or information requested by this RFP, including but not limited to responses to any addendums that may be issued to the RFP.
- 7.0 **Evaluation of Proposals**
- 7.1 **Evaluation Process:** CBC will use and evaluation matrix to determine which proposal provides the greatest benefit to the CBC Parties. The evaluation process is designed to award the contract not necessarily to the Distributor of least cost, but rather to the responsible Distributor with the best combination of attributes to successfully perform the required services and be most advantageous to the CBC parties' programs, with price and other factors considered.
- 7.2 **Evaluation Committee or Evaluation of Proposals:** CBC intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. CBC will use an Evaluation Committee to review and evaluate the proposals. At the sole discretion of the Evaluation Committee, Distributors may be selected for interviews as part of the evaluation process. The Evaluation Committee will conduct an initial review of the proposals to determine if they meet the requirements of the RFP. Late or incomplete Proposals will not be considered by the Evaluation Committee. See *Request for Proposal Checklist* for requirements of a complete Proposal.

7.3 **Evaluation Criteria:** At the sole discretion of the evaluators, points will be awarded in each category based upon the following:

- a. Price: Maximum of forty-five (45) points

Objective: Distributor submitting a complete and fully responsive proposal, with the lowest aggregate extended price net of all allowances (hereafter, lowest price) awarded the most points in each Package. Distributors submitting complete and fully responsive proposals for prices greater than the lowest price will receive proportionately fewer points.

Subjective: Evaluators will consider how Distributor will track volume discounts, rebates, allowances.

- b. Completeness of product line: Maximum of twenty (20) points

Objective: 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 Proposal with fewer products per Group represented will receive proportionately fewer points.

Subjective: Evaluators will consider adequacy of inventory, including simple, smooth, seamless method to ensure timely delivery of special-order products and outages in adequate quantities as quickly as possible, and products that are not or will not be carried as regular inventory. Points will be awarded based on Distributor's demonstrated capacity to carry the entire product line as regular inventory in quantities adequate to meet the CBC needs.

- c. Distributor reputation: Maximum of (15) points

Subjective: Points will be awarded based on references and other documents provided by Distributor and the past performance (if any) of Distributor with the CBC parties. Performance will include, but is not limited to experience, qualifications, past performance, and references. At the sole discretion of the evaluators, references may be contacted and interviewed about their experience with Distributor. CBC reserves the right to contact school districts other than those listed as references.

- d. Computer capabilities: Maximum of (10) points

Subjective: Points will be awarded based on Distributor's ability to provide services to the CBC electronically, such as operational and sales reports, electronic billing, and credit procedures. This will include, but not limited to, Distributor's ability to accept orders electronically, provide reports using electronic methods, and provide billing and credit information, provide accurate, current nutritional information including Distributor processed products, SDS sheets.

- e. Service characteristics; Ancillary services: Maximum of twenty (10) points

Subjective: Points will be awarded based on the efficiency of Distributor's ordering system to minimize the time lapse between ordering deadlines to pick times to delivery times, the efficacy of methods to ensure delivery of the full order in full quantities with no substitutes or outs, the suitability of delivery days and times to meet the needs of the CBC and ancillary services, such as, dietitians, training opportunities, and special services, etc.

7.4 **Pre-Award Audits:**

1. At the time of Proposal review, CBC Audit Committee shall conduct a Pre-award Audit of products selected from the *Excel Spreadsheet for Pricing*, Attachment D. The audit will be conducted as a means of determining and/or verifying the prices quoted by Distributor. Distributor shall provide acceptable documentation to CBC to conduct pre-award audit, including but not limited to the following:
 - a. Actual manufacturer's invoices
 - b. Freight bills
 - c. Perpetual inventory records
 - d. Recognized Market bulletins – used for price changes in Distributor's manufactured products
 - e. Documentation of discounts, rebates, allowances, and other procurement incentives intended for CBC parties received by Distributor(s) from the manufacturer/supplier

2. An original Manufacturer's signed confirmation will be acceptable documentation for Proposal pricing received, but not yet purchased. Such confirmations must include the authorized Manufacturer signature on company letterhead. In addition, the confirmation
 - must reference the pricing as specifically for the CBC. The extent and method of this audit will be at the discretion of the Audit Committee. Written quotes and/or any other documentation to ascertain whether these products reflected the lowest quotation used will be requested and reviewed during the audit.
3. Selected Distributor(s) shall agree to allow CBC on the premises during normal work hours. All facilities and records pertaining to transactions related to the CBC are subject to inspection and review by the CBC at any time during normal work hours.

7.5 **Proposal Selection:** Upon completion of evaluation of proposals, CBC shall negotiate with Distributor(s) that submits the most responsive proposal based on the evaluation criteria outlined above. Each CBC party shall issue its own Contract for Selected Distributor(s), and Contract award is contingent upon each CBC party and Distributor(s) reaching mutually agreeable terms as memorialized by the Proposal Certification and Contract Award. A contract shall not exist between a CBC party and any selected Distributor(s) until such contract has been duly authorized and approved by the CBC party's Board of Directors.

CBC parties reserve the right, in their sole discretion, to:

Waive any irregularities or informalities in proposals.

When in the best interest of the CBC parties, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary, issue a new RFP

or take other action as the CBC parties deems appropriate.

and/or enter into such contract or contracts as shall be deemed to be in the best interests of the CBC parties.

8.0 AWARD AND POST AWARD INFORMATION

- 8.1 **Notice of Intent to Award:** CBC will issue Notice of Intent to Award letters to all Distributors whose Package Proposal will be recommended to each CBC party's Board of Directors for Contract approval. Distributors who were not selected will also be notified at this time. The Contract will be final when approved by the CBC party's Board of Directors.
- 8.2 **Award:** In accordance with each CBC party's policies, if any or all parts of Distributor's Proposal are accepted by the CBC party, the Board of Directors of each such party shall affix its signature on the *Proposal Certification and Contract Award* (Attachment B) and collectively this RFP and Distributor's Proposal in response thereto, to the extent accepted by the CBC party, shall become the Contract and shall represent the entire agreement between the CBC party and Selected Distributor. Any conflict between the terms and conditions of the RFP and the Proposal documents will be resolved in favor of the RFP, except as may be otherwise agreed to in writing by the Distributor and the CBC party.
- 8.3 **Appeals:** A Distributor whose proposal has been timely filed and who is aggrieved by the CBC's intent to award a contract to another Distributor may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date the notice of intent to award the Contract to another Distributor was issued, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the RFP.

An appeal will be heard by the designated CBC representative unless the petitioner is not an aggrieved party, or a prior request by the same petitioner relating to the same contract award has been granted, or the request is capricious, frivolous, or without merit.

The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

1. Violation of state or federal law.
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award.

The appeal will be reviewed by designated CBC representative who will provide a written response within ten (10) business days after hearing the appeal. The decision of the designated CBC representative shall be the final decision on the matter.

- 8.4 **Contract Maintenance:** CBC will meet with Selected Distributor(s) at a minimum of one (1) time per year to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and Selected Distributor's issues.

8.5 **Mutual Agreement Termination:** With mutual agreement of both parties to a Contract, the Contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

8.6 **Non-Performance of Contract and Termination:**

1. Except as may be otherwise provided by this document, this Contract may be terminated in whole or in part by either party to the Contract in the event of failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given
 - a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
 - b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.
2. In the case of default by Selected Distributor(s), the CBC parties shall have the right to purchase any or all products in default in the open market, charging the Selected Distributor(s) with any additional cost. The defaulting Selected Distributor(s) may not be considered a responsible proposer or bidder until the assessed charge has been satisfied.
3. The CBC and/or a CBC party may terminate this Contract immediately upon written notice to Selected Distributor(s) if Selected Distributor(s) becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Selected Distributor(s) loses its license or other ability to provide the required products and services, or if Selected Distributor(s) takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the CNP).
4. Valid causes for termination of this Contract shall include, but are not limited to:
 - a. Selected Distributor(s) failure to adhere to any of the provisions of the General Terms and Conditions of this RFP.
 - b. Selected Distributor(s) delivering any product(s) that fail to meet the Product Specifications included in this RFP.
 - c. Selected Distributor(s) delivering any substitution(s) of products without the prior approval.
 - d. Selected Distributor(s) failure to meet the required delivery schedules as agreed to.
 - e. Selected Distributor(s) failure to provide Product Data Sheets and SDS.
 - f. Selected Distributor(s) violation of any other provision contained within the RFP and/or Contract or any Attachment or Addendum(s) thereto.
5. In the event CBC or a CBC party terminates this Contract, in whole or in part, for cause or default on the part of Selected Distributor(s), the CBC or a CBC party reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsive Distributor as it deems such award to be in the best interest of the CBC or CBC party.
6. Should any Contract formed hereunder be funded from District appropriations, and in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a Contract made pursuant to this solicitation, the District shall immediately notify Selected Distributor(s) of such occurrence but the District shall have no further obligation as to such current or succeeding fiscal year and the Contract shall be null and void, except as to the portions of payment herein agreed upon for the funds which shall have been appropriated and budgeted.
7. Any Contract termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future Proposal or bid from the defaulting Selected Distributor(s).

8.7 **Termination for Convenience**

CBC or a CBC party may terminate this Contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Selected Distributor(s).

8.8 **Final Payments**

Upon any termination of the Contract, the CBC party will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination. The Selected Distributor(s) shall submit all required reports and other information.

8.9 **Other Provisions**

1. Any notice required or permitted by the Contract will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. Mail, postage prepaid, and addressed to the party at their administrative offices.
2. This RFP and any resulting Contract shall be governed exclusively by Iowa and federal law. Any litigation arising between the parties to the Contract related to the Contract shall be initiated and maintained only in the U.S. District Court for the Southern District of Iowa or the District Court for Polk County, Iowa.

3. The Contract will constitute a complete understanding of the parties with respect to the subject matter therein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, written or oral, relating thereto.
4. If any provision of the Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions shall remain in full force and effect.
5. The relationship between the parties to the Contract shall be that of independent contract. No joint venture, partnership, employment, or agency relationship shall exist between the parties to the Contract and neither party shall have the authority to create any obligations for the other, or to bind the other to any representation, statement, or document.

9.0 MEMBERS of the CENTRAL BUYING CONSORTIUM (CBC)

Adel DeSoto Minburn (ADM)

Billie Veach, Director
215 North 11th Street Adel, IA 50003
515-993-4283
billie.veach@admschools.org

Central Decatur Community School District

Joy Evertsen, Director
1201 NE Poplar Leon, IA 50144
641-446-4816 Ext. 1808 641-446-7990
joy.eversten@centraldecatur.org

Clarke Community School District

Kathy Simmerman, Director
800 N Jackson
Osceola, IA 50213
641-342-6505 Ext. 529 641-342-2213

ksimmerman@clarke.k12.ia.us

Johnston Community School District

LaRae Doll, Director
6510 NW 62nd Ave., PO Box 10
Johnston, IA 50131 515-278-0278
FAX 515-278-6303
ldoll@johnston.k12.ia.us

Grinnell-Newburg Community School District

Kim Sieck, Director
1333 Sunset Street
Grinnell, IA 50112
641-236-2668
FAX 641-236-2699
carrie.nachazel@grinnell-k12.org

Norwalk School District

DeeAnna Serres, Director
1130 W. North Avenue
Norwalk, IA 50211
515-981-9876
FAX 515-981-4249
deeanna.serres@norwalkschools.org

Pella Community School District

Connie Boldt, Director
801 East 13th Street
Pella, IA 50219
641-628-1748
641-628-8241 FAX
connie.boldt@pella.k12.ia.us

Village Early Childhood Center

Crystal Hansen, Contact Person
2500 College Dr. Osceola, IA 50213
641-342-1421
FAX 641-342-9398

West Des Moines Community School District

Willow Kriegel, Director
3550 Mills Civic Parkway
West Des Moines, Iowa 50265-5556
515-633-5086
FAX 515-633-5098
kriegelw@wdmcs.org

Southeast Warren Community School District

Diana Byers
16331 Tyler Street
Liberty Center, IA 50145
641-466-3331 ext. 224 641-466-3525 FAX
Diana.byers@se-warren.k12.ia.us

Montezuma Community School District

Angie Radeke, Director
504 N 4th Street
Montezuma, IA 50171
641-623-5121
FAX 641-623-5733
aradeke@montezumak12.ia.us

Marshalltown Community School District

Lynn Large, Director
1002 South 3rd Avenue
Marshalltown, IA 50158
641-754-1185
FAX 641-754-1186
llarge@marshalltown.k12.ia.us

Indianola Community School District

Abbi Costigan, Director
1206 E Ashland
Indianola, IA 50125
515-961-9500 Ext, 1609
abbi.costigan@indianola.k12.ia.us

Urbandale Community School District

Jessy Sadler, Director
7111 Aurora Avenue
Urbandale, IA 50322
515-457-6913
sadlerj@urbandaleschools.com

St. Francis School District

Shelly Monk, Director
310 Columbus Drive
Marshalltown, IA 50158
641-691-5358
smonk@st-francis.net

ADEL DESOTO MINBURN (ADM) COMMUNITY SCHOOL DISTRICT PROFILE

Nutrition Services Director: Billie Veach **District Phone:** 515-993-4283 **FAX:** 515-993-1921
District Address: 215 North 11th Street. Adel, IA 50003 **Director Cell Phone:** 515-991-1162 **E-MAIL:** billie.veach@admschools.org

District Billing Address: 215 North 11th Street Adel, IA 50003
Contact Person for ordering: Billie Veach **Contact Person for billing questions:** Billie Veach

| School Name | ADM High School | Meadow View Elementary | Adel Elementary |
|--|--|--|-------------------------------------|
| School Address | 801 Nile Kinnick Drive South Adel, IA 50003 | 1300 S. 15th Street PO Box 367 Adel IA 50003 | 1608 Grove Street Adel, IA 50003 |
| Site Contact Person | Cathy Henderson 515.993.4584 | Frankie Glenn 515.478.1321 | Kim Johnson 515.993.4403 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / Production (Satellites to Middle School) | Onsite / Production (Satellites to Desoto Elementary) | Onsite / Production |
| Delivery Concerns | Delivery to HS Dock | | |
| Enrollment | 1011 | 883 | 347 |
| Average Daily Breakfast* | 200 | 175 | 90 |
| Average Daily Lunch* | 400 | 550 | .225 |
| Average Daily Snack* | 0 | 0 | 0 |
| Summer Program* | Optional | No | Optional |
| Delivery Days | | | |
| Package I | 2 drops per week | 2 drops per week | 2 drops per week |
| Package II | 2 drops per week | 2 drops per week | 2 drops per week |
| Delivery Times | 6:00am – 9:00am | 6:30am – 9:30am | 6:45 am – 10:00 am |

List all sites for which product is dropped at this site, unless it's a warehouse

+ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when):

Statements are paid monthly within 30 days of receipt of credits & statements. Districts' Calendars are available upon request.

INDIANOLA COMMUNITY SCHOOL DISTRICT PROFILE WWW.INDIANOLA.K12.IA.US

Nutrition Services Director: Abigail Costigan
 Address: 1206 E Ashland, Indianola, IA 50125
 Cell Phone: 515-321-3257
 E-MAIL: abbi.costigan@indianola.k12.ia.us
 District Billing Address: 1301 East 2nd Ave., Indianola, IA 50125
 Contact Person for Ordering: Monty Dorman, 515-961-9500 ext. 1609
 Contact Person for billing questions: Beth Drummond, 515-961-9591

Phone: 515-961-9591

FAX:

| | | | |
|--|--|--|---|
| School Name Address | Indianola High School 1304 East 1 st Ave. Indianola, IA 50125 | Indianola Middle School 403 S 15 th St. Indianola, IA 50125 | Indianola CSD Warehouse 1301 East 2 nd Ave. Indianola, IA 50125 |
| Contact Name Telephone | Jane Greiner 515-961-9500 ext. 2178 | Pam Dennis 515-961-9500 ext. 3158 | Monty Dorman 515-961-9500 ext. 1609 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production kitchen | Onsite / production | Warehouse (orders for all 4 Elementary Buildings) |
| Delivery Concerns | | | |
| Enrollment [†] | 1122 | 859 | Wilder Elementary 446 Emerson Elementary 435 Whittier Elementary 279 Irving Elementary 407 |
| Average Breakfast* | 100 | 120 | 370 (total for all 4 Elementary) |
| Lunch* | 350 | 600 | 950 (total for all 4 Elementary) |
| Average Snack* | NA | NA | 80 |
| Summer Program* | No | No | Yes (Emerson Elementary) |
| Delivery Days Package I Package II | 2 drops per week | 2 drops per week | 2 drops per week |
| Delivery Times | 6:00 am – 8:00am | 6:00 am – 8:00am | 6:00 am – 8:00am |

[#] List all sites for which product is dropped at this site, unless it's a warehouse

[†] Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

CENTRAL DECATUR COMMUNITY SCHOOL DISTRICT PROFILE www.centraldecatur.org

Nutrition Services Director: Joy Evertsen
 Address: 1201 NE Poplar St.
 Leon, IA 50144

Phone: 641-446-4816 ext. 1812

FAX: 641-446-7990

Cell Phone: 641-220-3926 E-MAIL: joy.evertsen@centraldecatur.org

District Billing Address: 1201 NE Poplar St.
 Leon, IA 50144

Contact Person for Ordering:
 Joy Evertsen

Contact Person for billing questions:
 Joy Evertsen/Becky Broich 641-446-4819, ext. 1111

| | | | | | |
|---|--|--|--|--|--|
| School Name | Central Decatur MS/High School | Central Decatur (3-6) North Elementary | Central Decatur South Elem (PK-2) | | |
| Address | 1201 NE Poplar St. Leon, IA 50144 | 1203 NE Poplar St. Leon, IA 50144 | 201 SE 6 th St. Leon, IA 50144 | | |
| Contact Name | Joy Evertsen | Joy Evertsen | Joy Evertsen | | |
| Telephone | 641-220-3926 Chris Coffelt, Supt. 515-669-3590 | 641-220-3926 | 641-220-3926 | | |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production kitchen | Onsite / Satellite kitchen | Onsite / Satellite | | |
| Delivery Concerns | | | | | |
| Enrollment [†] | 360 | 180 | 183 | | |
| Average Breakfast* | 140 | 80 | 130 | | |
| Average Lunch* | 275 | 170 | 170 | | |
| Average Snack* | 50 | 30 | 60 | | |
| Summer Program* | Yes | No | No | | |
| Delivery Days | | | | | |
| Package I | 1 drop per week | | | | |
| Package II | 1-2 drop per week | | | | |
| Delivery Times | 4:00am – 6:00am | | | | |

* List all sites for which product is dropped at this site, unless it's a warehouse

† Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements. Districts' Calendars are available upon request.

CLARKE COMMUNITY SCHOOLS (www.clarke.k12.ia.us)

Nutrition Services Director Kathy Simmerman
 Address: 800 N. Jackson
 Osceola, Iowa 50213

Phone: 641-342-6505 Ext 2008
 Cell Phone: 641-414-4043

FAX: 641-342-2213
 E-MAIL:
 kathy.simmerman@clarkecsd.org

District Billing Address:
 800 N. Jackson
 Osceola, Iowa 50213

Contact Person for Ordering:
Kathy Simmerman

Contact Person for Billing questions:
Kathy Simmerman

| | | |
|--|---------------------------------------|--|
| School Name | Clarke High School | Clarke Elementary School |
| Address | 800 N. Jackson Osceola, Iowa 50213 | 231 S. Kossuth Street Osceola, Iowa 50213 |
| Telephone | 641-342-6505 Ext 2008 | 641-342-6320 |
| Contact Name | Kathy Simmerman | Kathy Simmerman |
| Site Type [#] : Warehouse, Onsite Prep, Satellite | Onsite Prep | Onsite Prep |
| Delivery Concerns | | |
| Enrollment ⁺ | 650 | 600 |
| Average Breakfast* | 75 | 225 |
| Average Lunch* | 500 | 425 |
| Average Snack* | | |
| Summer Program* | | |
| Delivery Days | | |
| Package I | 1 drop per week | 1 drop per week |
| Package II | 1 drop per week | 1 drop per week |
| Delivery Times | 6:00 am to 8:30 am | 6:30 am to 8:00 am |

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): I will receive a delivery once a week at both schools, High School and Elementary – Districts' Calendars are available upon request.

Grinnell-Newburg Community School District www.grinnell-k12.org

Nutrition Services Director: Kim Sieck
 Address: 1333 Sunset St
 Grinnell, IA 50112

Phone: 641-236-2668

FAX: 641-236-2692

Cell Phone: E-MAIL: kim.sieck@grinnell-k12.org
 District Billing Address: 1333 Sunset

Contact Person for Ordering:
 Kim Sieck

Contact Person for billing questions:
 Kim Sieck

Grinnell, IA 50112

| | | | | | |
|---|---|-------------------------------------|--------------------|--|--|
| School Name | Grinnell Senior High | Grinnell Middle School | | | |
| Address | 1333 Sunset Grinnell, IA 50112 | 132 East St S Grinnell, IA 50112 | | | |
| Contact Name | Kim Sieck | Kim Sieck | | | |
| Telephone | 641-236-2668 | 641-236-2668 | | | |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production | Onsite / production | | | |
| Delivery Concerns | | | | | |
| Enrollment ⁺ | 489 | 468 | | | |
| Average Breakfast* | 36 | 50 | | | |
| Average Lunch* | 225 | 283 | | | |
| Average Snack* | 0 | 0 | | | |
| Summer Program* | No | No | Held at Davis Elem | | |
| Delivery Days | 1 drop per week 1 – 2 drops per week | 1 drop per week | | | |
| Delivery Times | 6:00am – 1:00pm | 6:00am-1:00pm | | | |

[#] List all sites for which product is dropped at this site, unless it's a warehouse
⁺ Enrollment: all students eligible for meals prepared at this site
^{*} Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements. Districts' Calendars are available upon request.

Nutrition Services Director: LaRae Doll
 Address: 6510 NW 62nd Ave
 Johnston, IA 50131
 Cell Phone: 515-988-2418 E-MAIL: ldoll@johnston.k12.ia.us
 District Billing Address: 6510 NW 62nd Ave
 PO Box 10
 Johnston, IA 50131

Phone: 515-278-0278

FAX: 515-278-6303

Contact Person for Ordering:
 Lori Langos

Contact Person for billing questions:
 Cheryl Spring

| | | | | | |
|---|--|---|--|---|--|
| School Name Address | Beaver Creek Elementary School 8701 Lyndhurst Dr. Johnston IA 50131 | Johnston High School 6500 NW 100 th St. Johnston IA 50131 | Summit (6/7) MS 9500 Windsor Pkwy Johnston IA 50131 | Johnston (8/9) MS 6501 NW 62 nd Johnston IA50131 | Johnston CSD Warehouse 6350 NW Beaver Johnston IA 50131 |
| Contact Name Telephone | Taylor Symber or Abbey Djuric 515-278-6329 | Boe Stoebner or Shawna Heathcote 515-278-5744 | Fahira Deumic 515-986-0938 | Patty Bailey 515-278-5844 | Lori Langos 515-278-02784 |
| Site Type [#] : Warehouse, Onsite Prep, Satellite | Onsite / production kitchen for 5 elementary schools | Onsite / production | Onsite / Production | Onsite / Production | Warehouse |
| Delivery Concerns | | | | | |
| Enrollment [†] | 3147 | 1800 | 1137 | 1182 | |
| Average Breakfast* | 650 | 150 | 138 | 141 | |
| Average Lunch* | 2086 | 700 | 757 | 700 | |
| Average Snack* | 555 | 0 | 0 | 0 | 0 |
| Summer Program* | No | No | No | No | No |
| Delivery Days Package I Package II | 3 drops per week 1 – 2 drops per week | 3 drops per week 1 – 2 drops per week | 2 drops per week 1 – 2 drops per week | 2 drops per week 1 – 2 drops per week | 1 drop per week |
| Delivery Times | 6:00am – 8:00am | 6:30am – 8:30am | 6:15am – 8:15am | 6:00am – 8:00am | 7:00 am – 9:00am |

[#] List all sites for which product is dropped at this site, unless it's a warehouse

[†] Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements. Districts' Calendars are available upon request.

Nutrition Services Director: ANGIE RADEKE
 Address: 504 N. 4TH STREET
 Montezuma, IA 50171
 Cell Phone: 319-310-0250 E-MAIL: aradeke@montezuma.k12.ia.us
 District Billing Address: 504 N. 4th Street
 PO Box 580
 Montezuma IA 50171

Phone: 641-623-5121

FAX: 641-623-5121

Contact Person for Ordering:
 Angie Radeke

Contact Person for billing questions:
 Angie Radeke

| | |
|--|---|
| School Name Address | Montezuma Community Schools 504 N. 4 th St. Montezuma, IA 50171 |
| Contact Name Telephone | Angie Radeke 641-623-5121 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production kitchen for 1 K-12 grade school |
| Delivery Concerns | |
| Enrollment ⁺ | 490 |
| Average Breakfast* | 60 |
| Average Lunch* | 300 |
| Average Snack* | 0 |
| Summer Program* | yes |
| Delivery Days Package I | 1-2 drops per week |
| Delivery Times | 6:00am – 8:00am |

[#] List all sites for which product is dropped at this site, unless it's a warehouse
⁺ Enrollment: all students eligible for meals prepared at this site
^{*} Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): I will receive a delivery once or twice a week. After the board meeting bills are paid and sent out.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT PROFILE WWW.MARSHALLTOWN.K12.IA.US

Nutrition Services Director: Lynn Large

Phone: 641-754-1185

FAX: 641-754-1003

Address: 1002 S 3rd Ave

Marshalltown, Ia 50158

Cell Phone: 515-419-6344 E-MAIL: llarge@marshalltown.k12.ia.us

District Billing Address: 1002 S 3rd Ave

Marshalltown, IA 50158

Contact Person for Ordering:

Lynn Large or (site contact per location)

Contact Person for billing questions:

Lynn Large

| | | | |
|--|---|---|--|
| School Name Address | Marshalltown High School 1602 S Second Ave Marshalltown, Ia 50158 | Miller Middle School 125 S 11 th St Marshalltown, Ia 50158 | Lenihan Intermediate School 212 W Ingledue St Marshalltown, Ia 50158 |
| Contact Name Telephone | Calvin Scales, Kitchen Manager 641-754-1159 | Karla Sperry, Kitchen Manager 641-754-1129 | Sara McAnulty 641-753-1298 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production kitchen for 6 elementary schools (lunch meal) & the alternative learning school | Onsite / production | Onsite / Production kitchen for 6 elementary schools (breakfast meal) |
| Delivery Concerns | Dock available without dock plate | No dock available | Dock with dock plate available |
| Enrollment ⁺ | 1500 at MHS 2000 at Satellite Locations | 800 | 750 |
| Average Breakfast* | 215 @ MHS | 350 | 350 |
| Average Lunch* | 1000 @ MHS | 700 | 650 |
| Average Snack* | 50 | 10 | 75 |
| Summer Program* | Yes | Yes | Yes |
| Delivery Days Package I Package II | 2 drops per week 2 drops per week | 2 drops per week 2 drops per week | 2 drops per week 2 drops per week |
| Delivery Times | 6:30am – 8:00am Key Drop | 6:30am – 8:00am Key Drop | 6:30am – 8:00am Key Drop |

* List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): invoices are paid twice per month within 30 days of receipt of credits & statements. Payments are following the district's board meetings. Districts' Calendars are available upon request.

NORWALK COMMUNITY SCHOOL DISTRICT PROFILE WWW.NORWALKSCHOOLS.ORG

Nutrition Services Director: DeeAnna Serres
 Address: 1130 W. North Ave
 Norwalk, IA 50211

Phone: 515-981-9876

FAX: 515-981-4249

Cell Phone: 515-240-6501 E-MAIL: deeanna.serres@norwalkschools.org

District Billing Address: 1130 W. North Ave.
 Norwalk, IA 50211

Contact Person for Ordering:
 DeeAnna Serres

Contact Person for Billing Questions:
 Michelle Stockwell Email: michelle.stockwell@norwalkschools.org

| | | | | |
|--|--|--|--|--|
| School Name Address | Oviatt Elementary 713 School Ave. Norwalk, IA 50211 | Orchard Hills 1130 W. North Ave. Norwalk, IA 50211 | Lakewood Elementary (Potential Drop Site) 9210 Happy Hollow Dr. Norwalk, IA 50211 | Norwalk Secondary Campus Cafeteria 1600 North Ave. Norwalk, IA 50211 |
| Contact Name Telephone | Lori Sweet 515-238-9417 | Lori Sweet 515-238-9417 | Lori Sweet 515-238-9417 | Ryan Harm 515-306-7555 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite Prep | Onsite Prep | Onsite Prep | Onsite Prep |
| Delivery Concerns | Needs early drop due to student drop-off traffic pattern | | Residential Area-Will only drop here if desperate for nutrition truck driver | |
| Enrollment | 550 | 550 | 550 | 1850 |
| Average Breakfast* | 80 | 90 | 80 | 140 |
| Average Lunch* | 450 | 450 | 450 | 1100 |
| Average Snack* | NA | NA | NA | NA |
| Summer Program* | No | No | No | No |
| Delivery Days Package I Package II | 2 drops per week 1 drop per week | 2 drops per week 1 drop per week | 2 drops per week 1 drop per week | 2 drops per week 1 drop per week |
| Delivery Times | 6:00am – 8:00am (key drop possibility) | 6:00am – 9:30am (key drop possibility) | 6:15am – 8:15am (key drop possibility) | 6:00am – 9:00am (key drop possibility) |

Explain process of District payments to Distributors (how often & when): Invoices are reconciled to statements. Nutrition must have approved statements to Central office on Tuesday prior to Board meeting. Board meetings are generally held on the 2nd Monday of the month. Checks are sent to Vendors after the Board has approved.

. Districts' Calendars are available upon request.

Pella Community Schools Profile www.connie.boldt@pellaschools.org

Nutrition Services Director: Connie Boldt

Phone: 641-628-1748

Address: 212 E. University
Pella, IA. 50219

Cell Phone: 641-891-8707 E-MAIL: connie.boldt@pellaschools.org

District Billing Address: 212 E. University
Pella, IA. 50219

Contact Person for Ordering:
Connie Boldt

Contact Person for billing questions:
Connie Boldt

| | | | | | |
|---|--|--|---|--|--|
| School Name Address | Jefferson Int. 801 E. 13 th St. Pella, IA 50219 | Pella Middle School 613 E. 13 th St. Pella, IA 50219 | Pella High School 212 E. University Pella, IA 50219 | Madison Elementary 950 E. University Pella, IA 50219 | |
| Contact Name Telephone | Connie Boldt 641-628-1748 | Connie Boldt 641-628-1748 | Connie Boldt 641-628-1748 | Connie Boldt 641-628-1748 | |
| Site Type [#] : Warehouse, Onsite Prep, Satellite | Onsite / production kitchen | Onsite / production | Onsite / Production | Onsite / Production | |
| Delivery Concerns | | | | | |
| Enrollment [†] | 866 | 400 | 831 | 492 | |
| Average Breakfast* | 100 | 36 | 71 | 65 | |
| Average Lunch* | 593 | 275 | 330 | 325 | |
| Average Snack* | 150 | 0 | 0 | 150 | |
| Summer Program* | No | No | No | No | |
| Delivery Days | 1 drop per week | 1 drop per week | 1 drop per week | 1 drop per week | |
| Delivery Times | 6:30am – 10:00am | 7:00am – 10:00am | 7:00am – 10:00am | 7:00am – 10:00am | |

[#] List all sites for which product is dropped at this site, unless it's a warehouse

[†] Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Districts' Calendars are available upon request.

SOUTHEAST WARREN COMMUNITY SCHOOL DISTRICT PROFILE WWW.SE-WARREN.K12.IA.US

Nutrition Services Director: Diana Byers/Luann Ohnemus
 Address: 16331 Tyler Street
 Liberty Center, IA 50145

Phone: 641-466-3331

FAX:

Cell Phone: E-MAIL: diana.byers@se-warren.k12.ia.us/ luann.ohnemus@se-warren.k12.ia.us

District Billing Address: 16331 Tyler Street.

Contact Person for Ordering:
 Diana Byers

Contact Person for billing questions:
 LuAnn Ohnemus

PO Box 10
 Liberty Center, IA 50145

| | | | | | |
|--|------------------------------------|--------------------------------------|---|--|--|
| School Name | Milo Primary School | Lacona Intermediate | Jr-Sr High School | | |
| Address | 315 N 5th Street Milo, IA 50166 | 519 N Washington Lacona, IA 50139 | 16331 Tyler St Liberty Center, IA 50145 | | |
| Contact Name | Doris Gillespie | Laurie Mason | Deb Martin | | |
| Telephone | 641-942-6216 | 641-534-4701 | 641-466-3331 | | |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production | Onsite / production | Onsite / Production | | |
| Delivery Concerns | | | | | |
| Enrollment | 109 | 91 | 228 | | |
| Average Breakfast* | 28 | 28 | 36 | | |
| Average Lunch* | 85 | 77 | 173 | | |
| Average Snack* | 0 | 0 | 0 | | |
| Summer Program* | No | No | No | | |
| Delivery Days | | | | | |
| Package I | 1 drop per week | 1 drop per week | 1 drop per week | | |
| Package II | 1 drop per week as needed | 1 drop per week as needed | 1 drop per week as needed | | |
| Delivery Times | 12:00-1pm | 11-12:00pm | 11-12:00pm | | |

* List all sites for which product is dropped at this site, unless it's a warehouse

+ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when):

- Statements are paid monthly within 30 days of receipt of credits & statements. Districts' Calendars are available upon request.

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

ST. FRANCIS SCHOOL DISTRICT PROFILE WWW.ST-FRANCIS.NET

Nutrition Services Director: Shelly Monk
 Address: 310 Columbus Drive
 Marshalltown, IA 50158
 Cell Phone: 641-691-5383

Phone: 641-753-7977

FAX: 641-753-0337

E-MAIL: smonk@st-francis.net

District Billing Address: 310 Columbus Drive
 Marshalltown, IA 50158

Contact Person for Ordering:
Shelly Monk

Contact Person for billing questions:
 Erin Moeller

| | |
|--|---|
| School Name Address | St Francis 310 Columbus Drive Marshalltown, IA 50158 |
| Contact Name Telephone | Shelly Monk, Kitchen Manager 641-753-7977 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production kitchen for 6 elementary schools (lunch meal) & the alternative learning school |
| Delivery Concerns | Dock available without dock plate |
| Enrollment ⁺ | 230 |
| Average Breakfast* | 30 |
| Average Lunch* | 190 |
| Average Snack* | 75 |
| Summer Program* | Yes |
| Delivery Days Package I Package II | 1 drops per week 1 drops per week |
| Delivery Times | Any |

^{*} List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): Payments are made when we receive invoices each month.

Nutrition Services Director: WILLOW KRIEGEL

Phone: 515-633-5086

Address: 3550 MILLS CIVIC PKWY WEST DES MOINES IOWA 50265

Cell Phone: 515-556-6135 E-MAIL: KRIEGELW@WDMCS.ORG

District Billing Address: 3550 MILLS CIVIC PKWY WEST DES MOINES IOWA BILLING CONTACT LYNNAE GILMORE 515-633-5085

| | | | | | |
|--|---|--|---|---|---|
| School Name Address Contact Name Telephone | VALLEY HIGH SCHOOL 3650 Woodland Ave. West Des Moines, IA 50266-2053 | VALLEY SOUTHWOODS 9 TH GRADE BUILDING 625 South 35th Street West Des Moines, IA 50265 | INDIAN HILLS JR HIGH 9401 Indian Hills Drive Clive, IA 50325-6321 | STILWELL JR HIGH 1601 Vine Street West Des Moines, IA 50265-4322 | WEST DES MOINES COMMUNITY SCHOOLS WAREHOUSE 2102 Delavan Dr West Des Moines IA 50265 |
| Site Type [#] : Warehouse, Onsite Prep, Satellite | Onsite / production kitchen for 3 elementary/preschool schools | Onsite / production and receives food for 2 elementary buildings | Onsite / production and receives food for 2 elementary buildings | Onsite / production and receives food for 2 elementary /1 alternative HS building | Warehouse |
| Delivery Concerns /info | Noise ordinance before 7am has loading dock | Has loading dock | Noise ordinance before 7am. Has loading dock | Does not have loading dock -ramp needed | Has loading dock |
| Enrollment [†] | 3500 | 2500 | 2500 | 2500 | N/A |
| Average Breakfast* | 600 | 400 | 600 | 35 | |
| Average Lunch* | 2000 | 900 | 1000 | 1000 | |
| Average Snack* | 200 | 200 | 200 | 200 | 0 |
| Summer Program* | yes | No | No | No | No |
| Delivery Days Package I Package II | 2 drops per week 1 drops per week | 2 drops per week 1 drops per week | 2 drops per week 1 drops per week | 2 drops per week 1 drops per week | As needed typically 4-5 per year |
| Delivery Times | 7:00am – 9:00am cannot deliver prior to 7am | 6:00am – 9 am May do key drop if needed | 7am-9:00am Cannot deliver prior to 7am | 4:00am – 9 am May do key drop if needed | Occasional drops scheduled as needed between 6:30am-1:30pm |

[#] List all sites for which product is dropped at this site, unless it's a warehouse

[†] Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements. Districts' Calendars are available upon request.

The Village Day Care

Nutrition Services Director: Erin Pierson
 Address: 2500 College Drive
 Osceola, IA 50213

Phone: 641-342-1421

FAX: 641-342-9398

District Billing Address: 2500 College Drive, Osceola, IA 50213 Contact Person for Ordering: Erin Pierson

Contact Person for billing questions:
 Crystal Hansen

| | |
|--|---|
| School Name Address | The Village Early Childhood Center 2500 College Drive Osceola, IA 50213 |
| Contact Name Telephone | Crystal Hansen 641-342-1421 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite Prep |
| Delivery Concerns | |
| Enrollment ⁺ | 141 |
| Average Breakfast* | 110 |
| Average Lunch* | 80 |
| Average Snack* | 110 |
| Summer Program* | 90 |
| Delivery Days Package I Package II | 1 drop (Tuesdays) |
| Delivery Times | Not between 7:45-8:15 am |

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements. Districts' Calendars are available upon request.

URBANDALE COMMUNITY SCHOOL DISTRICT PROFILE WWW.URBANDALESCHOOLS.COM

Nutrition Services Director: Jessy Sadler
 Address: 7111 Aurora Avenue
 Urbandale, IA 50322
 Cell Phone: 978-697-7480
 District Billing Address: 7111 Aurora Avenue
 Urbandale, IA 50322

Phone: 515-457-6913

FAX:

E-MAIL: sadlerj@urbandaleschools.com

Contact Person for Ordering:
 Samantha Phillips

Contact Person for billing questions:
 Cassandra Mayrose

| | | | | | |
|--|---|---|---|--|--|
| School Name Address | Olmsted Elementary 7110 Prairie Ave Urbandale, IA 50322 | Valerius Elementary 3305 92nd St, Urbandale, IA 50322 | Webster Elementary 12955 Aurora Ave, Urbandale, IA 50323 | Urbandale Middle School 7701 NW Aurora Ave., Urbandale, IA 50322 | Urbandale High School 7111 Aurora Avenue Urbandale, IA 50322 |
| Contact Name Telephone | James Marren 515-457-5808 | TBD | Stephanie Allsup 515-331-8653 | Sanela Hasanic 515-457-6663 | Asmira Dolic Samantha Phillips 515-457-6914 |
| Site Type#: Warehouse, Onsite Prep, Satellite | Onsite / production kitchen | Onsite / production | Onsite / Production | Onsite / Production | Onsite / Production for HS and 1 satellite kitchen |
| Delivery Concerns | | | | | |
| Enrollment [†] | 675 | 640 | 630 | 923 | 1,583 |
| Average Breakfast* | 170 | 100 | 80 | 110 | 210 |
| Average Lunch* | 510 | 450 | 380 | 520 | 820 |
| Average Snack* | 0 | 0 | 0 | 0 | 0 |
| Summer Program* | Yes | No | No | No | Potential yes |
| Delivery Days Package I Package II | 2 drops per week | 2 drops per week | 1 – 2 drops per week | 2 drops per week | 2 drops per week |
| Delivery Times | 6:15am – 8:30am | 6:15am – 8:30am | 6:15am – 8:30am | 6:15am – 8:30am | 6:15am – 8:30am |

[#] List all sites for which product is dropped at this site, unless it's a warehouse

[†] Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when):

Statements are paid monthly within 30 days of receipt of credits & statements.

Districts' Calendars are available upon request.

TERM AND CONDITIONS OF ACCEPTANCE

Federal Program Regulations

The Child Nutrition Programs receiving goods and services under this Contract are Federally funded programs operated under the authority of the United States Department of Agriculture (USDA). This RFP and the subsequent Contract shall comply with 7 CFR Subchapter A (including Parts 210-226), 7 CFR Part 200, and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principles, A -102 Grants and Cooperative Agreements, and A -133 Audit Requirements, and any other pertinent state or federal laws, regulations, and/or directives.

In compliance with this RFP, and subject to all conditions required herein, the undersigned offers and agrees on behalf of the below-named Distributor 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. By responding to this RFP, Distributor certifies that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Distributor also certifies no one connected to it has had any connection with the development or drafting of this RFP. Under penalty of perjury, the Distributor certifies that this Proposal has not been arrived at collusively or otherwise in violation of Federal or State (Iowa) laws or regulations.

By signing this Terms and Conditions of Acceptance, the individual whose name is shown below assures that Distributor has read and understands all the terms and conditions in this document and agrees to be bound by them and is authorized to submit Proposals on behalf of Distributor. The Proposal submitted by Distributor conforms to all specifications, the General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP.

Concerns or Objections (if any): _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

CENTRAL BUYING CONSORTIUM (CBC) PROPOSAL CERTIFICATION AND CONTRACT AWARD

Proposal Certification:

Distributor’s failure to execute/sign Proposal prior to submittal 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 Response conforms to all specifications and requirements outlined in the Request for Proposals (RFP), and that the 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 company 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 CBC party. **In all cases the 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 for Package(s):

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

ATTEST: _____

By _____
President, Board of Directors

Secretary, Board of Directors

Date _____

REQUEST FOR BRAND APPROVAL

Distributor Name (Print): _____

GROUP: _____

LINE ITEM NUMBER _____

CURRENT PRODUCT LISTED _____

PROPOSED PRODUCT MANUFACTURER NAME AND PRODUCT NUMBER

(PLEASE ATTACH SPEC SHEET, CN LABEL AND/OR MANUFACTURER STATEMENT TO THIS REQUEST).

*You may be required to submit sample of proposed approved brand equivalent product.

Unknown/Future Products Handling Fees:

During a Contract period as Regulations, products, and student preferences change, and new products become available, products may need to change. Pricing structure will be the same – Cost plus Handling Fee. This handling fee is fixed at the case price at the time the item is added to the proposal. **Handling fees must be entered on ATTACHEMNT D excel spreadsheet for pricing.** Case price is manufacturer cost + freight- any avail allowances at the time of the proposal submittal. Based on past history, approximate cases in each category and expected to be added in the 1st year are listed and will be used to quantify a dollar value that will be included in the overall proposal value.

| Group | Description | Case price | Case Price | Case Price | Case Price | Case Price | Case Price |
|---------|-----------------------------|--------------|-----------------|-----------------|---------------|-----------------|--------------|
| | | \$.01-\$9.99 | \$10.00-\$24.99 | \$25.00-\$49.99 | \$50.00-74.99 | \$75.00-\$99.99 | \$100 and up |
| Group A | Frozen | | | | | | |
| Group B | Refrigerated | | | | | | |
| Group C | Dry | | | | | | |
| Group D | Supplemental Diverted Foods | | | | | | |
| Group E | Non-Food | | | | | | |
| Group F | Chemicals | | | | | | |

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

- 1. The development of this Proposal by Distributor’s officers or employees was completed independent from any other company or entity and without influence or attempt of influence by any person or company of a like entity.

 (print) Organization Name

 Name and Title of Authorized Representative (print)

 Signature Date

- 2. Conflict of interest is any situation in which an individual or corporation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit. When an individual tries (and/or succeeds in) influencing the outcome of a decision, for personal benefit it is considered a conflict of interest.
 - a. No relationship exists or will exist during the contract period between Distributor and any member of CBC that interferes with fair competition or is a conflict of interest.
 - b. No relationship exists or will exist during the contract period between Distributor and any other Distributor or Manufacturer that interferes with fair competition or is a conflict of interest.

 Organization Name (print)

 Name and Title of Authorized Representative (print)

 Signature Date

- 3. My company has a potential conflict of interest: _____

 Organization Name (print)

 Name and Title of Authorized Representative (print)

 Signature Date

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, COOPERATIVE AGREEMENTS, AND LOBBYING

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, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, or in connection with obtaining any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. 1352, and the extension, continuation, renewal, amendment or modification of any 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, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan 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 sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Organization Name and Address (print)

Name and Title of Authorized Representative (print)

Signature

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INEGILIBILITY, and VOLUNTARY EXCLUSION

This certification is required by the regulations, implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.5110, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this Certification and Proposal, that neither it nor any of its principals are 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 Certification and Proposal.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts) and that all subcontractors, such as Manufacturers, certify and disclose accordingly.

By signing and submitting this form, the prospective Distributor is providing certification they have accessed and verified at the following website: <https://www.sam.gov/portal/public/SAM/#1> that Distributor and Manufacturers that they do business with are not debarred or suspended or otherwise ineligible or excluded from conducting business in the state of Iowa and/or participating in this contract.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

Attachment G, continued

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this 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 which this proposal is submitted if at an 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 tier 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 tier 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 solicitation 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 it 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 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.

DISTRIBUTOR INFORMATION

Distributor Name: _____

Contact Person for Orders: _____

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

Emergency Contact Person for After/Before Hours _____

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

Contact Person: Product Information (ingredient listings and nutrient analysis)

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

CERTIFICATION REGARDING BUY AMERICAN PROVISIONS

Distributor certifies, by submission of this proposal, that it

- 1. understands the Buy American provision required by USDA rules,
- 2. agrees to the maximum extent possible to ensure that all products provided under this proposal will meet this provision,
- 3. will clearly identify products proposed that do not meet this provision,
- 4. will provide documentation as required to demonstrate compliance.

Describe how CBC parties will be notified when agricultural products are not substantially produced or processed in the US:

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

CERTIFICATION STATEMENT REGARDING FOOD LAWS

Distributor certifies, by submission of this proposal, that it

- 1. complies with all applicable food laws,
- 2. follows written HACCP plan,
- 3. provides documentation of compliance upon request,
- 4. notifies customers promptly of findings of non-compliance, and 5. assists customers with Manufacturer's or Supplier's non-compliance.

Describe procedures used to ensure products are stored and transported according to all federal/state laws that govern food supply chain, including, but not limited to maintaining appropriate temperatures of TCS foods, local farms safety and sanitation practices, recall, and biosecurity procedures.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

TARGETED SMALL BUSINESS (TSB) PROGRAM CERTIFICATION

Companies submitting Proposals that have been certified as Targeted Small Business (TSB) Program are required to indicate their TSB status when responding to this RFP.

- I certify that my company has been certified by the appropriate government agency as a Targeted Small Business (TSB), and I have attached a copy of our TSB certification to this form.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

My company has **NOT** been certified as a Targeted Small Business (TSB).

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

HOUSE BRAND AND GRADE IDENTIFICATION CHART

Distributor must indicate how CBC parties will identify the different quality of products for canned, frozen and dried fruits and vegetables, for example: color of label, brand name, nomenclature, etc. List ALL labels and the products packed under each label that are sold by your house.

DRY/CANNED FRUITS and VEGETABLES

| | Label Identifications (Brand Name, Label Color, Pack location) | Foods Packed Under Label | Manufacturer of House Brands |
|--|---|--------------------------|------------------------------|
| Premium & First Quality Fancy Vegetables (score 90-100) Choice Fruits (score 80-90) | | | |
| Second Quality Extra Standard Vegetables (score 80-90) Standard Fruits (score 70-80) | | | |
| Third Quality Standard Vegetables (score 70-80) Substandard Fruits (score below 70) | | | |

FROZEN FRUITS and VEGETABLES

| | Label Identifications (Brand Name, Label Color, Pack location) | Foods Packed Under Label | Manufacturer of House Brands |
|--|---|--------------------------|------------------------------|
| Premium & First Quality Fancy Vegetables (score 90-100) Choice Fruits (score 80-90) | | | |
| Second Quality Extra Standard Vegetables (score 80-90) Standard Fruits (score 70-80) | | | |
| Third Quality Standard Vegetables (score 70-80) Substandard Fruits (score below 70) | | | |

ATTACHMENT L *cont'd*

SEASONINGS

| Seasonings | Label Identifications (Brand Name, Label Color, Pack location) | Manufacturer of House Brands |
|------------|--|------------------------------|
| | | |
| | | |

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

DISTRIBUTOR SUBMITTAL FORM FOR INCORRECT PRODUCT CODE, SPECIFICATION, OR PACK SIZE

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 Willow Kriegel at kriegelw@wcdsd.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.

Organization Name (print)

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:

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: _____

Request For Proposal Checklist

Below is a list of important requirements and terms of RFP. To be sure your organization is committed, able to provide the required services, and have all information required for the Proposal, please respond by checking YES or NO in the appropriate column under each category.

CBC forms will be completed and signed by Distributor's authorized representative, dated, and submitted in this order for a completed Proposal.

| | | YES | NO |
|-----|--|--------------|---------|
| 1. | Terms and Conditions of Acceptance | Attachment A | ___ ___ |
| 2. | Proposal Certification and Contract Award | Attachment B | ___ ___ |
| 3. | Request For Proposal Summary | Attachment C | ___ ___ |
| 4. | Excel Spreadsheet for Prices including electronic medium | Attachment D | ___ ___ |
| 5. | Certification of Independence and No Conflict of Interest | Attachment E | ___ ___ |
| 6. | Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying | Attachment F | ___ ___ |
| 7. | Certification for Debarment, Suspension, Ineligibility, and Voluntary Exclusion | Attachment G | ___ ___ |
| 8. | Distributor Information | Attachment H | ___ ___ |
| 9. | Certification Statement Regarding Buy American | Attachment I | ___ ___ |
| 10. | Certification Statement Regarding Food Laws | Attachment J | ___ ___ |
| 11. | Targeted Small Business (TSB) Program Certification | Attachment K | ___ ___ |
| 12. | House Brand and Grade Identification Chart | Attachment L | ___ ___ |
| 13. | Distributor Submittal Form for Incorrect Product Code, Specification, pack size or Approved Brand Submission request | Attachment M | ___ ___ |
| 14. | Distributor Submittal Form for Approved Brands | Attachment N | ___ ___ |

| | YES | NO |
|---|-----|-----|
| 15. Distributor's Code of Ethics | ___ | ___ |
| 16. Explain current purchasing procedures | ___ | ___ |
| 17. Statement of certificates of insurance from issuing company or authorized agent | ___ | ___ |
| 18. List of three (3) references | ___ | ___ |
| 19. List of all products for 2023-2024 contract year | | |
| a. with firm prices including dates | ___ | ___ |
| b. cannot be provided by Distributor | ___ | ___ |
| c. normally special orders including lead times | ___ | ___ |
| d. not normally stocked at Distributor's warehouse that services Districts | ___ | ___ |
| e. Distributor processed products | ___ | ___ |
| 20. Schedule for up-dating prices | ___ | ___ |
| 21. Explain chemical implementation and service plan if applicable | ___ | ___ |

Narratives: Distributor will summarize, discuss, and clarify information requested by the Districts in the RFP.

| | YES | NO |
|---|-----|-----|
| 22. Explain litigation, arbitration, mediation, administrative proceedings, investigation, or like matter related to Distributor's business activities in which Distributor is currently a party or in which Distributor is a party within the last 5 years | ___ | ___ |
| 23. Explain volume discounts or allowances | ___ | ___ |
| 24. Explain how handling fee(s) were determined | ___ | ___ |
| 25. Explain prompt payment allowances and late payments fees | ___ | ___ |
| 26. Explain delivery fees including base fuel cost | ___ | ___ |
| 27. Describe how nutrition information will be maintained | ___ | ___ |
| 28. Describe how SDS will be maintained | ___ | ___ |
| 29. Describe Distributor's expectations on how CBC parties will order | ___ | ___ |
| 30. Describe textile delivery requirements and minimum quantities | ___ | ___ |
| 31. Describe small wares delivery requirements and minimum quantities | ___ | ___ |
| 32. Describe ancillary services offered | ___ | ___ |

| | | |
|---|-----|-----|
| 33. Describe computer interface and support | ___ | ___ |
| 34. Describe communication methods used to provide information to CBC parties | ___ | ___ |

Additional requirements or assurances that are part of the award process and final Contract.

| | YES | NO |
|--|-----|-----|
| 1. Attend Pre-Proposal Conference | ___ | ___ |
| 2. Provide all products and services to all CBC members for duration of Contract | ___ | ___ |
| 3. Provide only preferred brands as noted | ___ | ___ |
| 3. Acknowledgement of all addenda | ___ | ___ |
| 4. Supply samples as required | ___ | ___ |
| 5. Retain official manufacturer confirmation letter for audit(s) | ___ | ___ |
| 6. Provide Food Specification Manual (Product Data Sheets) and electronic version by August 1 | ___ | ___ |
| 7. Provide Safety Data Sheets (SDS) and electronic version by August 1 | ___ | ___ |
| 8. Online Order guides include a bid line-item number for each item. | ___ | ___ |
| 9. Maintain an electronic current master product list including new products and special orders | ___ | ___ |
| 10. Delivery drivers will remain constant for each site | ___ | ___ |
| 11. Delivery times will be consistent and agreed upon with each CBC party. | ___ | ___ |
| 12. Delivery personnel will deliver products to space: cooler, freezer, or storeroom. | ___ | ___ |
| 13. Monthly prices changes will be submitted to CBC parties by 25 th of month for increase to take effect on 1 st of following month. Weekly price changes must be submitted Fri prior to week receiving the change. | ___ | ___ |
| 14. An account representative will visit each CBC party as requested | ___ | ___ |
| 15. Audit information will be available when requested | ___ | ___ |
| 16. All records regarding CBC party purchases will be available for at least 3 years from end of Contract and after all other pending matters are closed. | ___ | ___ |

Calendar of Events

February 28, 2023

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| Action | Date/Time and Location if applicable: |
|--|--|
| RFP Released | February 28, 2023 |
| Pre-Proposal Conference, Required | March 7th, 2023; 1pm local time Learning Resource Center 3550 Mills Civic Parkway West Des Moines, IA |
| Deadline for submission of any questions/comments from Distributors regarding RFP | March 7th, 2023; at pre-proposal conference |
| Deadline for submission of any additional information, questions, and submission of alternative approved brand items to be considered from Distributors | March 14th, 2023 at 4pm local time |
| Deadline for CBC to issue addenda and provide answers to questions to RFP, including additional products added during approved brand alternative approval process. | March 27th 2023 at 4pm local time |
| Proposal due date and opening: | April 4, 2023; 1:00 pm local time Learning Resource Center 3550 Mills Civic Parkway West Des Moines, IA |
| Notice of Intent to Award | On or about April 7th, 2023 |
| Award of Contract | Each CBC Party's Board Meeting following the Notice of Intent to Award (TBD) |
| Anticipated first delivery of product | First week of August 2023 |