

2023-2024 Request for Proposal Prime Vendor



Waukee Community School District, Ankeny Community
School District, Saydel Community School District &
Southeast Polk Community Schools (WASS)

February 22, 2023

REQUEST FOR PROPOSAL

Invitation to submit proposal
Definitions

CONTENTS OF THE GENERAL TERMS AND CONDITIONS

Section 1	Scope and Purpose
Section 2	Distributor Qualifications and Responsibility
Section 3	Administrative Information
Section 4	Product Requirements
Section 5	Instructions for Completing Excel Spreadsheets for Pricing
Section 6	Forms and Content of Proposal
Section 7	Evaluation of Proposals
Section 8	Award and Post Award Information
Section 9	Members of the WASS

ATTACHMENTS

Attachment A	Terms and Conditions of Acceptance
Attachment B	Proposal Certification and Contract Award
Attachment C	Request for Proposal Summary
Attachment D	Excel Spreadsheet for Prices
Attachment E	Certification of Independence and No Conflict of Interest
Attachment F	Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying
Attachment G	Certification for Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Attachment H	Distributor Information
Attachment I	Certification Statement Regarding Buy American Provisions
Attachment J	Certification Statement Regarding Food Laws
Attachment K	Targeted Small Business (TSB) Program Certification
Attachment L	House Brand and Grade Identification Chart
Attachment M	Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size
Attachment N	Sex Offender Certificate of Compliance
Attachment O	Request for Proposal Checklist
Attachment P	District information (Separate Attachment)

REQUEST FOR PROPOSAL (RFP)

Invitation to Submit Proposal

Date RFP Issued: February 22, 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 WASS in Iowa.

Proposal Deadline: April 4, 2023 before 1:00 p.m. local time (according to the designated clock in the Saydel Community School District Central Office Building)

Deliver Proposals to: Amanda Durflinger
Director of Nutrition Services
Saydel Community School District
5740 NE 14th Street
Des Moines, IA 50313

Mailed Proposals: Proposal may be mailed or personally delivered to the address above Attention: Amanda Durflinger and must be received by the Proposal deadline. It is the Distributor's responsibility to ensure its Proposal is received by the deadline and at the designated location, no exceptions will be made.
NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.

Instructions: Deliver a complete proposal package ("Proposal Package") in a sealed envelope labeled as follows:

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

Submit one (1) original and three (3) paper copies of the complete Proposal Package and **copy file** to four (4) electronic mediums (flash drives) to submit at the Proposal opening. The complete Proposal Package (see *Request for Proposal Checklist* for details) must include each of the following items in the following order:

1. The Terms and Conditions of Acceptance (Attachment A)
2. Proposal Certification and Contract Award (Attachment B) for each party in the WASS
3. Request for Proposal Summary (Attachment C)
4. Excel Spreadsheet for Pricing (Attachment D) and an electronic copy (flash drive) of the same. All documents (original + copies) must be identical.
5. Attachments E – L and any Distributor required documents.
6. Narrative section and other information as prescribed in RFP.
7. Required responses to any Addendums, Special Conditions, or Additions, that may be issued by the WASS 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 and who should be the point of contact for any clarifying questions. Proof of authority to submit bids on behalf of the company must be available upon request from WASS. Failure to provide the completed certifications and assurance or other required information may render the Proposal non-responsive and preclude consideration of the Proposal.

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

Notice to Distributors: Subject to the conditions, provisions, and specifications associated with this RFP, sealed Proposals will be received at the designated location until the stated date and time. No consideration of Proposal award will be made at the Proposal opening. Proposals received after this date and time will not be accepted. WASS 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.

USDA Nondiscrimination Statement

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, audiotope, 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, DC 20250-9410; or
2. Fax:
(833) 256-1665 or (202) 690-7442; or
3. Email:
program.intake@usda.gov

This institution is an equal opportunity provider.

Iowa Non-Discrimination Statement:

"It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office building, 400 E. 14th St. Des Moines, IA

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 - Designation applied to those products in the Excel Spreadsheet for Pricing list identified by manufacturer, item number, and is preapproved by the WASS by student preference.

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

CN Label - Child Nutrition Labels - A CN label is a product label which contains a statement that clearly identifies the contribution that product makes towards the CN meal pattern requirements.

Contract - means, for each party in the WASS, 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 WASS, 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 WASS 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 WASS
- 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 WASS parties’ respective Child Nutrition Programs (CNP).

Distributor Choice - 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(s) or WASS part(ies) - each individual entity that has been identified as a member of the WASS (Waukee, Ankeny, Saydel and Southeast Polk).

Diverted Foods-The WASS 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 WASS can divert USDA Foods only to the manufacturers/processors awarded the Contract through the competitive process.

Diversion- 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 manufacturers for Commodity Reprocessing.

Fill Rate - the percentage of ordered items 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 WASS parties school sites).

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 WASS 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 the Distributor. This fee must be fixed for the duration of the Contract (year one plus additional extensions).

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

Line Items - all products that require a cost. Products are divided into 3 packages with package I including 7 Groups A-G. Each group may be divided into two categories:

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

Manufacturer - producer of products sold to Distributor for resale to the parties in the WASS.

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 should closely monitor invoices to ensure correct discounts are applied.

NSLP - National School Lunch Program

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

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 the USDA Donated Foods contained in purchased end products to the RA.

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

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

Product Formulation Statement - When a product formulation statement is used to determine crediting information for the USDA Child Nutrition Programs. All creditable ingredients in the product formulation statement must match a description in the Food Buying Guide.

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

Proposal - Distributor's response to the RFP.

Restricted Order Guides - Online ordering system that has the capability of restricting item ordering by school, grade level, and/or user.

SDS - Safety Data Sheets

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

Skip day delivery Item(s) - Items not stocked in the warehouse, but will be delivered within 2-days of ordering.

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

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

Time - local time at the selected WASS location.

TCS food - Time Temperature Control for Safety foods, formerly 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.

USA - United States of America or United States

USDA - United States Department of Agriculture or Department of Agriculture

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

WASS - The parties listed in this RFP for the procurement of food and supplies may be collectively referred to as the WASS. These parties are Waukee Community School District, Ankeny Community School District, Saydel Community School District, Southeast Polk Community School District District.

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 WASS, 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 WASS parties' respective Child Nutrition Programs (CNP). The Selected Distributor 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 WASS in Attachment P.
- 1.2 The WASS'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 WASS parties. To achieve this mutually beneficial goal, WASS members will work with a Selected Distributor(s) toward product consolidation and cost-effectiveness within legal and ethical business practices.
- 1.3 The total purchasing estimates should be within 10% to 15% of actual usage in previous year with the exception of quantities that have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The estimated aggregate purchases for food and supplies among WASS parties are approximately \$7,000,000 annually. WASS does not guarantee any minimum compensation will be paid to Selected Distributor(s) and/or that it will make any minimum usage of Selected Distributor(s)'s services.
- 1.4 All WASS parties will participate actively in the administration of the food and supply procurement. Areas that the WASS parties may address include but are not limited to: (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 July 1, 2023 to June 30, 2024. The WASS 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 WASS and Selected Distributor(s). WASS, in its sole discretion, may elect to renew the Contract with Selected Distributor(s).
- 1.6 Period of Performance:
Initial Year: July 1, 2023 to June 30, 2024

Option Year 1: July 1, 2024 to June 30, 2025
Option Year 2: July 1, 2025 to June 30, 2026
Option Year 3: July 1, 2026 to June 30, 2027
Option Year 4: July 1, 2027 to June 30, 2028

- 1.7 All Product awarded through this Proposal will be an available product for all WASS 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 any obligation with respect to this RFP. The *Terms and Conditions of Acceptance*, Attachment A, and the *Proposed 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 School Food Service Industry 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 WASS name or any WASS party's name in its published list of customers without prior approval of the named part(ies). Selected Distributor(s) agrees not to publish or cite in any form any comments or quotes from WASS parties without prior approval from WASS and/or named part(ies). 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 WASS or any WASS part(ies).

Distributor acknowledges that the Proposal is made without prior understanding, agreement, and/or connection with any firm, corporation, and/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:

1. Neither Distributor nor any business entity represented by Distributor has received compensation for participation in the preparation of the products, specifications, and/or the General Terms and Conditions related to this RFP.
2. This Proposal has been arrived at independently and is submitted without collusion with any other Distributor, competitor, potential competitor, and/or 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.
3. Distributor has not and will not in the future accept, offer, confer, and/or agree to confer any benefit and/or anything of value to any person or entity related to the WASS or a WASS part(ies) in connection with any information or submission related to this Proposal, any recommendations, decision, vote, and/or award related to this Proposal, and/or the exercise of any influence or discretion concerning the sale, delivery, and/or performance of any Product and/or service related to this Proposal.
 4. Neither Distributor, any business entity represented by Distributor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws and/or the Antitrust Laws of the State of Iowa with regard to this Proposal. Furthermore, this Proposal has not been knowingly discussed with or disclosed to, and will not be knowingly discussed with or disclosed to, another Distributor, competitor, potential competitor, and/or officials and/or personnel of a party who is not a member of the WASS prior to the announcing of the intent to award.
 5. No attempt has been nor will be made to induce any other person and/or entity to submit or not submit a Proposal.
- 2.4 **Conflict of Interest:** Distributor must note any and all relationships and/or suspected matters that might be conflicts of interest related to this RFP, which would disqualify Distributor from participating in this RFP and/or receiving any award related to this RFP. Distributor's failure to identify and disclose any such matters constitutes its affirmation that (1) no such matters exist and (2) failure to disclose in this Proposal any such matters which do exist is a material breach of Contract which may void the submitted Proposal and/or any resulting Contract(s) 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 Conduct/Ethics:** Distributors 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 Conduct/Ethics must include:
1. No employee, officer, and/or agent of Distributor shall participate in the selection and/or the award and/or administration of a Contract supported by federal funds if a conflict of interest, real or apparent, would result.
 2. The Distributor's officers, employees, and/or agents will not offer, solicit, and/or accept gratuities, favors, and/or anything of monetary value from customers, potential customers, contractors, potential contractors, and/or parties to sub-agreements.
 3. Distributors 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, sub-contractors or their agents.
- Distributor's *Code of Conduct/Ethics* must be signed by a person authorized by the Distributor to sign such a document; it must also be 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, and/or voluntarily excluded by any federal department or agency. Distributors should consult Executive Orders 12549 and 12689. For additional information, Distributors should check <https://sam.gov/content/home>, 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 benefits. The *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment G, must be signed by a person authorized by the Vendor to sign such a statement and attached with the formal Proposal.
- 2.9 **Provide Product and Service:** Distributor must, upon request of WASS, furnish satisfactory evidence of their ability to furnish products and services in accordance with the terms and conditions of the RFP. Sub-contracting, assignment, and/or out-sourcing of Product(s) awarded is not permitted unless explicitly approved in writing by WASS. WASS reserves the right to make the final determination as to the 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 it violates the requirements listed herein and/or if it fails to engage in reasonable communications with WASS and/or any WASS part(ies). If federal/state reimbursement is lost because of failure to meet the terms of the Contract, the District will require 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 to WASS information from the 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, including but not limited to "buy 2 get 1 free" and/or "dollars off case price," and/or rebates to each WASS party as available from the manufacturer. Provide tracking reports to each WASS party to facilitate this process.
 - c. Present or demonstrate new products or concepts in conjunction with brokers or manufacturers to WASS members. Upon request, seek Proposal pricing for new products as new products become available during the Contract period.
3. Interface with manufacturer(s) about problems relating to product quality in a manner that meets the satisfaction of the WASS. 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 and effective response(s) to problems of orders, deliveries, paper transactions, billings, and/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 WASS party's CN Offices not less than twice per contract year, unless other arrangements are made in writing with a WASS 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 WASS. Moreover, provide data spontaneously for periodic review of prices by WASS.
7. Provide documentation on products required by WASS and/or WASS part(ies), including but not limited to nutrition analysis, meal components, allergens, SDS sheets, and/or food recalls.
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 including but not limited to coffee brewing systems, napkins dispensers, and/or detergent dispensers.
10. Meet each WASS party's stated needs for technological/ computer support.
11. Organize and conduct clinics for CN staff on topic(s) and in a manner mutually agreed to with WASS party representative(s). These clinics could include but are not limited to new product previews, preparation techniques, food safety, allergies, and/or 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 WASS party.
1. Selected Distributor(s) must provide per semester Fill Rate reports.
 2. Selected Distributor(s) must not delete products from the day ordered and place the order on the actual delivery day. These orders must show on both days: ordered date and delivery date.
 3. Fill Rate is calculated by dividing the 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 WASS may result in termination of Contract.
 7. Distributor will outline their current procedures for Special Orders.
- 2.11 **Diverted Foods-** This WASS part(ies) participate in the USDA Foods program for Diverted Foods. This program diverts USDA Foods to manufacturers for further processing into ready-to-use end products for use in Child Nutrition Programs. On May 1, 2018, USDA published the Final Rule: Revisions and Clarifications in Requirements for the Processing of Donated Foods. This rule revises and clarifies requirements in 7 CFR Part 250 for the processing of USDA Foods, formalized processing options and rewrote Subpart C, Processing and Labeling

of Donated Foods. In order to be compliant with the final rule, the State Distributing Agency (SDA) determined that the best option required a change to a Net-of-Invoice (NOI) Value Pass-Through process for the Diverted Foods option for USDA Foods. The NOI process requires the SDA to procure a commercial vendor (distributor) to provide warehouse and delivery services of USDA Diverted Foods. The SDA issued a Request for Proposals (RFP) for vendors to provide warehouse and delivery services of USDA Foods for Diverted Foods. For SY 2020-2021, Martin Brothers Distributing is the vendor awarded the contract to provide warehouse and delivery services for Diverted Foods to Recipient Agencies (RA) participating in the school meal programs. Therefore, this RFP is only for distribution services for commercial food products and non-food supplies.

- 2.12 **USDA Foods: Diverted Foods Pilot Program Opportunity:** 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 the solicitation document, subject to State Agency discretion.

Respondent requirements:

1. Provide services to the sole satisfaction in accordance with Federal Regulations 7 CFR, Part 250 as applicable.
 2. Enter into agreements with manufacturers providing further processed end products per 7 CFR 250.30(i).
 3. Stock further processed end products from manufacturers as awarded per this solicitation.
 4. 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.
 5. Provide an ordering system for ordering further processed end products.
 6. Deliver further processed end products containing USDA Foods in a manner that properly safeguards them against theft, spoilage, damage, or other loss, and in accordance with industry standard practices.
 7. May commingle USDA further processed end product deliveries with other food deliveries as awarded per this solicitation.
 8. 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)
 9. Adjust delivery invoices for any shortages, damages, or overages discovered upon delivery.
 10. Not provide substitutions of further processed end products without prior approval of the SFA receiving the delivery.
 11. Report sales of end products containing USDA Foods at least monthly to the applicable manufacturer's reporting agency (i.e. ProcessorLink, K12Foodservice, etc).
- 2.13 **Buy American:** The vendor will comply with the Buy American provision. The Buy American Provision in Section 12(n) of the NSLA requires SFAs to purchase, to the maximum extent practicable, domestic commodity or product. This provision supports American agriculture. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or

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

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

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

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

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

In order to be in compliance with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process:

To be considered for an alternative or exception, the request must be submitted in writing to the corresponding WASS Director a minimum of 1 day in advance of delivery. The request must include:

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

- 2.14 **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, so as 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. WASS 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 WASS 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.

- 2.15 **Food Recall:** Selected Distributor(s) shall voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Selected Distributor(s) shall have a process in place to effectively respond to a food recall; the process must include: (1) accurate and timely communications to the WASS part(ies) and WASS as a whole and (2) assurances that Selected Distributor has identified and removed any and all unsafe product(s) from WASS party site(s) 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.
- 2.16 **Biosecurity:** Distributor must have a written policy regarding biosecurity and the food supply that meets the requirements of the Bioterrorism Act 2002 under the U.S. 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.
- 2.17 **State and Federally Required Contractual Provisions:** Selected Distributor(s) must have obtained and must continue to maintain for the entire term of this Contract all permits, approvals, and/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 – The vendor shall comply with the Executive Order 11246, “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive

Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60,”Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

To comply, the vendor will:

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

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

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

mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

fax: (202) 690-7442; or

email: program.intake@usda.gov.

This institution is an equal opportunity provider.

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

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

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 and/or from operating, managing, being employed by, and/or acting as a Contractor or volunteer at a school. *Sex Offender Certificate of Compliance* Attachment N.

Smoking – Selected Distributor(s) shall comply with all prohibitions on smoking in WASS 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 (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) - The vendor is required to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution

Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Energy Policy and Conservation Act (42 U.S.C. 6201)- The vendor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

2.18 **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 Distributor photo identification 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 shall conduct themselves in a respectable and courteous manner while performing duties at any facilit(ies) belonging to and/or under the jurisdiction of a WASS part(ies).
3. Selected Distributor(s)'s personnel are forbidden to possess,consume, and/or be under the influence of alcohol, tobacco, e-cigarettes and/or vaping products, possess,use,and/or be under the influence of unauthorized controlled substances, and/or possess and/or use weapons and/or firearms when on any WASS party property.
4. Selected Distributor(s) acknowledge that it shall not fulfill this Contract in any part by use of a person who is barred by any state, local, and/or federal law from being on any WASS 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 person(s) 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 WASS 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 WASS party property upon request. Selected Distributor(s) will notify the CN Director of said change prior to new personnel coming to WASS party. Each WASS 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 WASS and/or that compromises the integrity of the WASS.
11. Selected Distributor(s) shall conduct background checks for its employees who will have regular contact with WASS parties, including but not limited to Contract representatives and delivery personnel, in accordance with the WASS party's background standards. It is the responsibility of the Selected Distributor(s) to ensure that no persons who have failed to clear background checks in accordance with WASS party standards will perform any work for the WASS party. Violation of this provision will be grounds for immediate termination of the Contract. Selected Distributor(s) shall present evidence of successful background check completion for any or all of its employees upon request from an authorized WASS party.

- 2.19 **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 WASS parties. Distributors shall provide a statement of certificates of insurance from the issuing company or their authorized agent with the formal Proposal and at any time upon reasonable request of WASS. Distributor shall meet the statutory requirements of the State of Iowa for worker's compensation coverage and employer's liability insurance. Waiver of subrogation will be in favor of the school district(s).

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.

All insurance shall be in such forms and amounts, and from such issuers acceptable to the WASS party.

- 2.20 **Breach of Contract and Remedies:** If Selected Distributor(s) fails to comply with any of the terms and conditions of this agreement, the WASS and/or a WASS party has the option to send Selected Distributor(s) a Notice to Cure the defect or breach; said defect of breach must be cured within ten (10) business days. 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 WASS and/or a WASS 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 WASS or a WASS party of any rights or remedies for any breach by Selected Distributor(s) and WASS and the WASS party expressly reserve all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, WASS and/or a WASS 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 WASS 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 WASS party and/or agent for labor and costs incurred in performing such work.

In the event of nonconformity, non-delivery, partial delivery, and/or late delivery, the WASS and/or a WASS 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 WASS and the WASS parties are cumulative and in addition 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.

- 2.21 **Indemnify and Hold Harmless:** Selected Distributor(s) shall indemnify, defend, and hold harmless each WASS party, its directors, officers, employees, and agents from and against and 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 WASS 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 WASS 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, and/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 WASS 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 WASS 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.

- 2.22 **Force Majeure:** Neither party shall be liable in damages and/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 reasonable preventative measures to help 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 shall promptly notify the other party in writing, citing the details of the Force Majeure event, shall 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 WASS 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 the Selected Distributor(s) to WASS 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 WASS 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 WASS and/or a WASS 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.
- 2.23 **Waiver:** No claims or rights arising out of a breach of this Contract may be discharged in whole or in 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.
- 2.24 **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 WASS parties will provide evidence of tax-exempt status upon request.
- 3.0 **ADMINISTRATIVE INFORMATION**
- 3.1 **Requirements:** WASS seeks a Distributor to provide the products and services listed herein as well as those products that are unknown at the time of letting this RFP, but which will become available during the school year.
- 1. Selected Distributor(s) agrees to provide total requirements as listed herein, thereby minimizing occurrences when a WASS part(ies) may have to seek other interim Product sources.
 - 2. If a Distributor is unable to provide products or services to all WASS parties, Distributor must succinctly define what can and cannot be provided including the reason for inability to provide. WASS 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 WASS parties, after due notice, may procure the necessary supplies from other sources and hold Selected Distributor(s) responsible for any excess cost.
 - 4. WASS, in its sole discretion, may terminate the Contract and/or remove the Selected Distributor(s) from the RFP list without penalty if Selected Distributor(s) is continuously unable to provide Product(s).
 - 5. Distributor will provide names and contact information for at least six (6) references, three of which must be current Iowa school district customers and three of which must be former Iowa school district customers of similar size. (Two school references with student enrollment of 1000 - 3,000, two school references with student enrollment of 7,000-14,000, two school references with enrollment of distributor choice).
 - 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 WASS party will in any way 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 Calendar of Events lists the required dates and times by which actions associated with this RFP must be completed. Where applicable, it also provides locations. If WASS determines that it is necessary to change a date, time, and/or location, it will issue an addendum to this RFP. Times are local time at the designated location (according to the clock in the Saydel CSD Office Front Desk)
1. **Pre-Proposal Conference:** All Distributors that intend to respond to this RFP **MUST attend** the Pre-Proposal Conference.
 2. **Questions for Pre-Proposal Conference:** By 12:00 NOON CDT on Tuesday, February 28, 2023, submit questions regarding the RFP via email to Amanda Durflinger at durflingeramanda@sayel.net. Mrs. Durflinger will acknowledge receipt of questions no later than 4:00 PM on Tuesday, February 28, 2023.
 - a. Questions must be submitted electronically via email to Amanda Durflinger at durflingeramanda@saydel.net. The subject line for all emailed questions must be “WASS RFP Questions”.
 - b. Questions properly submitted prior to the Pre-Proposal Conference will be answered at the Pre-Proposal Conference or as possible after the conference.
 - c. 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.
 - d. All questions will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Proposal Conference.
 3. **Written communication** will override any verbal communication that takes place during the process between any Distributor and WASS and/or any WASS part(ies). Distributor should not rely solely on verbal communication in responding to this RFP.

Calendar of Events

Action	Date/Time and Location if applicable
RFP released	February 22, 2023
Pre-Proposal Conference, REQUIRED *See section 3.3 for Pre-Proposal notes*	March 1, 2023; 10:00 AM local time Saydel District Office 5740 NE 14th Street Des Moines, IA 50313
Deadline for submission of any questions/comments from Distributors	March 17, 2023; before 12:00 PM Noon local time
Deadline for WASS to issue addenda and provide answers to questions to RFP	March 24, 2023
Proposal due date	April 4, 2023; before 1:00 pm local time 5740 NE 14th Street

Des Moines, IA 50313

Notice of Intent to Award

on or about April 28, 2023

Award of Contract

Each WASS party's Board Meeting
following the Notice of Intent to Award
(estimated)

Anticipated first delivery of product

First week of July 2023

-
- 3.4 **Inquiries after Pre-Proposal Conference:** All communication after Pre-Proposal Conference should be directed to:

Amanda Durflinger
5470 NE 14th Street
Des Moines, IA 50313
515-264-0866 ext 2421
515-264-0869 (FAX)
durflingeramanda@saydel.net

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 Amanda Durflinger at 515-209-2876. Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by Amanda Durflinger, at durflingeramanda@saydel.net, by the stated deadline on March 17, 2023.

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 no later than March 24, 2023 will be issued; 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 WASS to have attended the Pre-Proposal Conference.

Before submitting a Proposal, it shall be the responsibility of each Distributor to contact Amanda Durflinger, at durflingeramanda@saydel.net, to determine whether additional addenda were issued.

- 3.5 **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 Amanda Durflinger, Nutrition Services Director. WASS reserves the right to reject any and all Proposals and to cancel this solicitation if it is in the best interest of the WASS. WASS shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Distributor's response to this solicitation.

WASS reserves the right, at any time after opening and prior to award, to request from any Distributor clarification, address technical questions, make site visits, review past performance,

and/or to seek and/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. WASS 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 WASS. An individual authorized to legally bind a Distributor shall sign responses to any request for clarification.

WASS 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 and/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 Amanda Durflinger, in writing, at durflingeramanda@saydel.net, so as to be received within five (5) business days after the date the RFP is issued by WASS. 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 WASS 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 WASS's request for information, documents, and/or references within the time specified.
3. Distributor's response limits the rights of WASS.
4. Distributor's response materially changes a Product and/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 and/or inaccurate responses.
7. Distributor initiates unauthorized contact regarding the RFP with WASS part(ies).
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, and/or other item requested in this RFP.

- 3.6 **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 WASS Evaluation Committee will review the Proposals using the Evaluation Criteria found in Section 7.3. In addition, the WASS audit committee will conduct a pre-award audit and check references.

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

- 3.7 **Product Pricing:** All products will be priced as Distributor cost plus handling (fixed) fee, with an

optional delivery cost to WASS part(ies). 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. WASS may request copies of invoices, price sheets, and/or confirmation letter prior to award of Contract. If possible, Proposal pricing for 2023-2024 school year should be used. If 2023-2024 pricing is not available, a signed letter from the manufacturer must be provided. For weekly priced items such as produce use week of 3/6/2023-3/10/2023.
 - 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 date should be recorded in the Good Thru Date column on *Excel Spreadsheet for Prices*, Attachment D.
 - c. Prices shall be based on delivery to the 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 the Selected Distributor(s) for audit purposes.
 - e. Allowances intended for the end user such as promotion allowances, bill-backs, and/or other purchasing incentives MUST accrue to the benefit of each WASS party. Evidence of such discounts or allowances will be made available by Selected Distributor(s) for audit as required by law or upon WASS request. Selected Distributors' invoice costs shall reflect bid and/or promotion allowances, i.e., one free with 10 or Proposal allowances, the benefits of which shall accrue to WASS parties. Self-funded allowances will be expected to be ongoing. 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 and/or marketing dollars shall accrue to the benefit of Distributor.
 - g. Individual product rebates may either be filed by a WASS party or Selected Distributor(s) but will be paid to the WASS party in either case. Selected Distributors 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, and/or specified period of time.
 - ii. Distributor cannot provide for 2023-2024 school year
 - iii. are special order, including lead time
 - iv. are purchased by Inner Company billing and/or Group Buying billing that are not normally in stock at the warehouse that services the WASS. 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 Distributors for audit purposes.
 - v. 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.
 - i. 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 the handling fee is determined.
 - 2a. The handling fee is fixed for the length of the Contract regardless of manufacturers/suppliers invoice prices. Distributor may propose a different handling fee for different product groups or different products within the groups.
 - 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. Handling fees for broken cases shall be pro-rated based on the number of units ordered from the full case. The District 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, the Selected Distributor(s) shall divide the number of units in a full case into the per-case selling price, including the pro-rated handling fee.
 - d. In the narrative portion, Distributors should describe the prompt payment and volume discount allowances offered.
 - e. 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 WASS party.
3. **Delivery Charges:** Includes delivery to all buildings as indicated on the WASS Profile Sheets (Attachment P). 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 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 May, for renewal adjustments only, 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 Amanda Durflinger or WASS Directors, durfligeramanda@saydel.net (or the current Director of Nutrition Services at Saydel Community School District) at least twenty (20) business days prior to July 1st for the adjustment to take effect on July 1st. 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 \$3.50, 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 renewal terms.

3.8 **Product Estimations:** Quantities reflected in this RFP are estimates based on the WASS 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, and/or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

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

3.9 **Proposal Submittal:** Distributor must furnish all information noted in this RFP, per WASS's issued forms, when appropriate, or 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 non-compliant 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 and/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, as allowed by law, at the time of submitting the Proposal. Distributor must submit, in separate sealed envelopes, one (1) original and eleven (11) copies of the confidential information. The envelopes must be clearly labeled as trade secrets/proprietary information. The Distributor's name and RFP Name (WASS 2023-2024) must also be clearly labeled on the envelopes. 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, and/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 WASS's official forms or as specified in the RFP. Any RFP submitted on Distributor forms may be rejected.
4. Erasures and/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 with corrections entered and initiated 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 Saydel Community School District District Office, on April 4, 2023 at
Saydel Community School District
5740 NE 14th St
Des Moines, IA 50313
8. 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. WASS shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail, and/or telegraphic Proposals will not be accepted. A submitted Proposal shall remain valid for at least sixty (60) days from the Proposal submission date.

- 3.10 **Proposal Opening:** WASS will not have a public opening.
- 3.11 **Original Documents:** All Proposals become the property of WASS and shall not be returned to the Distributor.
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. WASS may treat all information submitted by a Distributor as public information following the Proposal opening unless the 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 WASS may copy the Proposal for purposes of facilitating the evaluation of the Proposal and/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 Saydel School District Office, 5740 NE 14th Street, Des Moines, IA 50313
- 3.12 **Product Specification Sheets:** WASS requires Product Specification Sheets for all food products that do not have a Standards of Identity. Product Specification Sheets must be compiled into a book or in an electronic medium and given to all WASS parties by the Selected Distributor(s) by August 10 of each school year. Each WASS 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 Specification 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 WASS CN Director, or designee throughout the school year.
1. Product specification 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:** WASS requires SDS for all chemicals. As required by each WASS party, SDS must be compiled by Selected Distributor(s) into a book for each site or in an electronic medium by August 10 of each school year. Each WASS party will choose the appropriate medium and may require 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 WASS party CN Director, or designee throughout the school year.

- 3.14 **Ordering Procedures:** WASS prefers an online ordering process with ability to interface with WASS party CN software. Ordering procedures for the WASS parties vary from one person to several CNP employees ordering. Separate account numbers must be maintained for each delivery site. In the narrative section, Distributor 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 an Internet-based, electronic ordering system is used, Selected Distributor(s) will provide training on use of the ordering system to necessary WASS party personnel. Updating of the computerized order guide (product database) 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 WASS party. Changes will be reviewed as they occur. Selected Distributor(s) must block non-Proposal products from electronic ordering systems available to the WASS party as requested.
 - a. Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
 - b. Some WASS 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 WASS party.
 - a. Selected Distributor(s) may be required to provide assistance to WASS 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 the system at no additional cost to WASS 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. A software demo may be requested during the evaluation process.
 - b. It is an expectation that Selected Distributor(s) would work with WASS parties to provide the program for direct transmission of orders from current Nutrition computer software to Selected Distributor(s).
 4. WASS 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 on *Request For Proposal Summary* form, Handling Fee by Group Supplemental Products (Attachment C). Unknown/Future Products purchased will be subject to audit.
 5. The WASS parties may request Unknown/Future Products not identified on *Excel Spreadsheet for Pricing*, (Attachment D) and not regularly stocked at the Selected Distributors' Product cost plus the established handling fee as shown on the *Request For Proposal Summary*, Unknown/Future Products Handling Fees (Attachment C).
 6. Sales to any individuals are strictly prohibited. Sales to school-sponsored groups may only be authorized by a WASS party CN Director or designee.

- 3.15 **Substitutions:** All substitution requires the prior approval of the relevant WASS party's CN

Director or designee. If the 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 written approval has been received from the relevant WASS part(ies). 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 escalation(s), a WASS part(ies), 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 WASS 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 WASS party's cost and a \$100 penalty per incident per affected WASS party.
3. Selected Distributor(s) will not drop or discontinue a Product required by WASS parties without 30 days' advance notice. Selected Distributor(s) is not responsible for discontinuations by the Manufacturer, but still must provide a 30 day advance notice to the WASS party. A copy of the Manufacturer's notification notice may be requested by the WASS.
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 WASS 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 WASS part(ies) may jeopardize future business from the WASS 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. If a substitute Product is not approved by the CN Director, or designee, the WASS party shall, in good faith and in its sole discretion, purchase a Product of equal or greater quality from another source.
 - d. 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 WASS 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, and/or chilled products in accordance with manufacturer's recommendations and current Food Code. Types of delivery vehicles used may be impacted by the 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 WASS party.
 6. Deliveries shall be made to WASS parties on a regular schedule between hours that are mutually agreed upon. Any deviation from the schedule will require notification of the WASS party CN Director, or designee.
 7. Delivery schedules shall be submitted by Selected Distributor(s) to the CN Director for approval four (4) 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 WASS 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 a planned alternate schedule that is acceptable to both Selected Distributor(s) and each WASS party. (The WASS parties' Calendars are available upon request and on each individual district's website.)
 - b. The WASS 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 WASS part(ies) food service 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 WASS party Director. If the special delivery is because of Selected Distributor(s)' fault, no special delivery charge will be assessed to the WASS part(ies).
 10. If a Product is omitted from an order by Selected Distributor(s) and/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 later time if approved in writing by the WASS part(ies)' CN Director and/or that individual's 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 the 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 WASS party 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 in writing by the relevant WASS part(ies).

Variations from the delivery ticket, such as shortages, damages, and/or miss picks, must be noted and initialed by both the driver and CN employee or reported within 24 hours to the Selected Distributors.

14. Continual problems with deliveries, including drivers, may be grounds for termination of the Contract without penalty.
- 3.17 **Payment Terms:** WASS strives to maintain processes that ensure prompt payment for goods and services received. Upon receipt of statement, verification and resolution of all credits, WASS 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 WASS 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.
 - a. **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 WASS 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 WASS parties will extend a grace period of one month from August 1, 2018 as an adjustment time.
- 3.18 **Communication:** Distributors will provide a list of contacts for each WASS party on *Distributor Information* form (Attachment H). Selected Distributor(s) shall designate sales staff to work with the WASS 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 WASS 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 Distributors will notify WASS members on the Friday prior to the Monday price change occurring. Product cost decreases as well as increases shall be passed on to each WASS 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) must be able to provide upon request product purchasing reports and summary information by delivery location, WASS party, and summary for all WASS parties. Selected Distributor(s) will verify with the Nutrition Director the length of period and other specifics, such as format and sites. The sortable Excel spreadsheet will list the number of cases for all Products purchased and total dollar amounts for each product.
 3. **Special orders:** Selected Distributors' representative will keep WASS parties informed of special order status. Items with estimated usage of 100 cases or more cannot be special order.
 4. **Forecasting:** WASS parties will provide Selected Distributor(s) with a system of forecasting purchases with reasonable lead-time to help facilitate Selected Distributor(s)'s ability to achieve successful fill rates as described in section 2.10.

- 3.19 **Recordkeeping:** Selected Distributors 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 WASS part(ies)' 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/or transcriptions by the WASS, state, and/or federal representatives and/or 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 WASS parties, state agency, USDA, Comptroller General of the United States, and/or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and/or records of Selected Distributors, which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. WASS parties will conduct audits to validate costs and compliance with agreement terms and conditions. WASS 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 the errors or problems. Audits may be made of Selected Distributors' costs price records as follows:
 - a. Minimum of two audits are required per year..
 - b. Audits may also be made at any time during the term of the contract.
 - c. Audits may be made at the discretion of WASS 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. 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 WASS, 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 the Selected Distributor(s) prior to the audit. Post-award audits may be conducted as frequently as deemed necessary by WASS.
 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 Distributors 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 Distributors 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 WASS. Should any Product fail to meet specification, quality, and/or condition as awarded, WASS will require the Selected Distributor to remove any such Products from every WASS party; provide full credit for the total value of removed Product; and reimburse WASS 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 WASS 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. WASS parties must be able to identify all labels they will receive on the House Brand and Grade Identification.
 8. *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.
 9. *Geographical Preferences:* Must adhere to current Federal procurement regulations.
- 4.2 **Meat/Meat Alternates:**
1. ***Meat and Poultry Inspection:*** All meat and poultry produced under the terms of these specifications must be derived from animal (or bird) carcasses, which have been inspected by government (Federal or State) officials. Cut-up or further processed meat, from either Federal or State inspected plants, must bear inspection stamps on the box or package. Moreover, the Product must be produced in plants, which meet Federal or State sanitation requirements.
 2. ***Institutional Meat Purchase Specifications (IMPS):*** Insofar as practical; IMPS numbers should show on wholesale cartons. If not, a Manufacturer must certify to the Selected Distributor(s) and/or user that the Product meets the IMP specifications.
 3. ***Meat and Poultry Grades:*** If appropriate, USDA grade 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. ***Breeding of Meat and Poultry Products:*** Specifications for breaded meat and poultry products require not more than 30 percent breeding at time of pack. Selected Distributor(s) may be required to furnish dated certificates from Manufacturers showing the Manufacturer's specifications on range of breeding.

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.

4.3 **Fruits and Vegetables – Canned, Frozen, Dried**

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

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

4.5 **Procurement Procedures:**

Explain current procurement procedures including, but not limited to the following questions:

1. **All Fresh Produce**
 - a. Describe procedures for ensuring TCS foods are held at appropriate temperatures during handling, shipping, and storage. Include procedures used if a product is not at appropriate temperature as defined by current Iowa Food Code when delivered to Distributor and when delivered to the WASS party.
 - b. How do you ensure the degree of maturity meets the WASS specification, for example, how do you handle green-tipped bananas and ready-to-serve melons? What percent of product decay is acceptable?
 - b. What is the return procedure and timeframe for return?
 - c. How do you handle shortages/outages?
 - d. All fresh produce must be grown and handled according to GAP (Good Agricultural Practices). A GAP certification or evidence of other food safety certification may be required by WASS of any fresh produce producer/packer.
2. **Domestic and International Produce**
 - a. What grade range is acceptable? What percent can be below the grade specified?
 - b. What are normal pack sizes? Explain procedure for smaller pack sizes.
3. **Local Fresh Produce**
 - a. How will WASS parties know the source of the local foods? Does the grower have any promotional material so WASS parties can promote local foods?
 - b. How is the Product packed? Are there normal pack sizes? If yes, what are the pack sizes? Does pack size vary between growers?
 - c. **GAP Certification (or other food safety certification) must be provided for local foods sold to the WASS parties. Certification will be required at the time the Product is delivered.**

- 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 **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 Manufacturer's suggested dilution ratio (even if not furnished in gallon containers)
 - b. Dilution ratio of product to ratio of water
 2. Manufacturer is expected to provide, install, and maintain all dispensing units during Contract life at no cost to the WASS group. At the end of the Contract period, the Manufacturer is responsible to disassemble and remove all dispensing equipment at no cost to the WASS group.
 3. SDS will be required for all products, yearly and 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 WASS 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 retrofit to use existing holes for dispensing equipment unless new/additional holes are approved by each WASS party’s CN Director. If a technician needs to visit a facility prior to submitting a Proposal, please contact each WASS 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, WASS requests two (2) different delivery options.
 - a. **As Needed delivery:** These products may be ordered by any WASS party at any time and in any quantity during the Contract period. Indicate if there is a minimum delivery requirement.
 - b. **Large quantity delivery:** WASS 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.
- 4.9 **Small wares:** WASS parties will order small amounts of most products at some time during the contract periods. There are selected products that some WASS parties may order in large quantities at one time during the contract year. Note: If case price is requested, make sure to bid the specified case size.

1. **As Needed delivery:** These products may be ordered by any WASS party at any time and in any quantity during the contract period. Indicate if there is a minimum delivery requirement.
 2. **Large quantity delivery:** WASS 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 WASS 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 WASS 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 WASS 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. The *Excel Spreadsheet for Pricing*, Attachment D has embedded formulas for price extension that will round extended price to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).
- 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 WASS 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 WASS 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 WASS party, the State agency, or the USDA.
 7. The contractor must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable, that is, paid from the nonprofit school food service account and the amount that is unallowable (cannot be paid from the nonprofit school food service account).
- 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. WASS 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 three (3) different packages. Packages are defined on *Request for Proposal Summary*, Attachment C.
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** – WASS parties have entered combined estimated annual usage for each product that they plan to purchase next year in the column labeled Est. Qty.
 2. **DO NOT ADD OR DELETE LINES** – The Proposal document is designed to compute quantities for various pack sizes. It is imperative that Distributors does not alter the Proposal document format. Manipulating worksheets, lines, or columns may be grounds for disqualifying the Proposal.
 3. **Approved Brand** – For each line Product, you may **ONLY** bid approved product brands. Do not enter additional brands. If Product code number, pack size, or servings per container are not correct for approved brands, please notify Amanda Durflinger (durflingeramanda@sayel.net) 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 submitting for Proposal 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 delete the pack size and type in cell using **red type**. 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 spreadsheet columns *Excel Spreadsheet for Pricing*, Attachment D. The example is from Package I, Group A. Not all Categories will have exactly the same columns. Some Groups require more and/or different information.

Item #	Description	Specifications	AB/Equal or DC/	Pack	Size	Manufacturer	Product code	Distributor Code	Stock/ Special Order/ DOT	Cost to Distributor	Allowance	Handling Fee	Cost minus allowance plus fixed fee	Est. Qty	Total price	Serving size	Serving per container	Cost per serving	Allowance Good Thru Date
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Step 1: Open Proposal document and click on the first worksheet: “Distributor Information”. Please complete the information. Your company name will automatically copy to every page of this worksheet and all other Package worksheets.

Step 2: 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 in the appropriate cell on the line that has the Product brand that you are submitting for Proposal.
- 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 in the appropriate cell. Handling fee must be entered for every product.
- Serving size- List serving size used to determine servings per container. For fruits and vegetables, standard serving is ½ cup creditable serving.
- Servings per container- List number of servings per container based on the specified Serving Size column.
- Item Good Thru Date – Date the manufacturer or Distributor will guarantee the Product price. If no *Item Good Thru Date* is indicated, WASS will take the fixed price for the entire contract period, 2023-2024 school year
- Allowance Good Thru Date - Date the manufacturer or Distributor will guarantee the allowance. If no *Allowance Good Thru Date* is indicated, WASS will take the fixed allowance for the entire Contract period, 2023-2024 school year

For Diverted Foods Pilot program

- Items in bold are those selected by the State of Iowa as Diverted Foods.

For Commercial Pricing of Diverted Foods

- In case diverted food items are no longer available, please provide commercial pricing per case for all diverted food items under Pkg 1, Group E. **THIS GROUP WILL NOT BE INCLUDED IN THE FINAL PRICE TOTALS.**

For Chemicals, In addition to instructions for all groups, enter the following information

- 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 BLUE HIGHLIGHTED 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).
- Cost per serving – the spreadsheet calculates the cost per serving and enters the results in this column.
 - Subtotal or Total – the spreadsheet adds total price for each product and enters a sheet total at the **bottom** of each spreadsheet.

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

- Group Subtotal Dollar Amount from RECAP sheet. For Chemicals, enter “Dilution Ratio of Product to Water” cost.
- Unknown/Future Products Handling Fees
- Reduction in Handling Fees/Delivery Charges for Manufacturer’s Drop Shipments to a District
- 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, make three (3) copies plus the original, and **copy file** to four (4) electronic medium (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 and three (3) copies of the RFP required documentation and electronic media. The original and each copy shall be submitted in separate sealed envelopes. 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 WASS 2023-2024	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. Package Summary Pricing
 2. Unknown/Future Products Handling Fees
 3. Reduction in Handling Fees/Delivery Charges for Manufacturer's Drop Shipment
 4. Delivery Charges
- 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 *Acknowledgement* (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 WASS party in which Distributor shall certify that the contents of the Proposal are true and accurate. A copy from each WASS party will be returned to the 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 Regarding Lobbying*, Attachment F
 - e. *Certification of Suspension and Debarment*, 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
 - l. *Sex Offender Agreement*, Attachment N
 - m. *Assurance of Civil Rights Compliance*, Attachment O
 - n. *Assurance of Non-Collusion or Certificate of Independent Price Determination*, Attachment P

- 6.4 **Required Documents:** Distributor is required 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 WASS 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 least six (6) references, three of which must be current Iowa school district customers and three of which must be former Iowa school district customers of similar size. (Two school references with student enrollment of 1000 - 3,000, two school references with student enrollment of 7,000-14,000, two school references with enrollment of distributor choice).
 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 WASS 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

12. Computer interface and support
13. Communication methods used to provide information to WASS parties

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 the 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 three (3) 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: WASS will use an evaluation matrix to determine which Proposal provides the greatest benefits to WASS parties. The evaluation process is designed to award the Contract not necessarily to 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 WASS parties' programs, with price and other factors considered.

7.2 Evaluation Committee or Evaluation of Proposals: WASS intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. WASS 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 Proposals to determine if they meet the requirements of the RFP. 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: The Evaluation Committee will evaluate all qualifying Proposals by Package. If a Distributor enters a Proposal for more than one Package, the Committee will use the same evaluation results for Distributor reputation, Computer capabilities, Service characteristics, and Ancillary services criteria. The Committee will evaluate each Package separately for Price and Completeness of Product line. Those items without points assigned will not be used in computing the score received but will instead be used as a basis for possible disqualification. The maximum possible score for each criterion is shown. Each criterion is further described below.

Criteria	Location of Details	Maximum Score
Price per Package	7.3.2.a	35

Completeness of product line per Package	7.3.2.b	30
Distributor reputation/fill rates/sub items	7.3.2.c	20
Computer capabilities	7.3.2.d	5
Service characteristics; Ancillary services	7.3.2.e	10

Total points for each Proposal will be accumulated and the scores will serve to assist the WASS in its selection of a Distributor(s). WASS reserves the right to make a recommendation of Contract award that will be in the best interests of the WASS parties.

1. ***Initial Evaluation:*** There are three sections to the evaluation process as identified in the RFP: Completed Attachments, Required Documents/Information, and Narrative Section. Distributors should succinctly describe key points as required in the RFP.

- a. Completed Attachments – Distributors should ensure that all attachments are thoroughly completed with signatures and dates when requested. Incomplete documentation may result in rejection of the Proposal.
- b. Required Documents/Information – Distributors must provide documentation and other information on Distributor’s letterhead; explain in detail current processes or implementation plans; and provide lists or schedules as requested in the RFP. Provide documentation as succinctly as possible, yet thoroughly explain required information. Incomplete documentation may result in rejection of the Proposal.
- c. Narrative Section - The Distributors narrative section must not exceed ten (10) typewritten single-sided pages, double-spaced, with margins no less than one (1) inch, eleven point type or larger. May provide the information in tables or charts or similar depictions. Do not count attachments. DO NOT include as part of 10 pages cover sheet, brochures, flyers, pamphlets, catalogs, price lists, manufacturers’ information, videos, CDs or DVDs, other electronic materials, and/or similar materials. Failure to abide by these requirements may result in rejection of the Proposal.

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

- a. Price: Maximum of thirty-five (35) 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. Lowest price bidder will receive a full 35 points. Increments of 5 points will be deducted for next lowest bidders. Completeness of bid points will be deducted based on the percentage of non-bid items in the following increments:

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

- Below 70% = 35 Point deduct

b. Completeness of product line: Maximum of 30 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.

Points will be deducted for these items:

- Special order Products: 1 point per every 5 special order items
- Skip day delivery item: 1 point for every 15 skip day items
- Non-bid items: 2 points for every non-bid item
- School fill rates:
 - 98% - 100% = No deduction
 - Every 5% below 98% an additional 5 points will be deducted
 - If no fill rate is reported, 30 points will be deducted.

c. Distributor reputation: Maximum of 20 points

Points will be awarded based on:

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

d. Computer capabilities: Maximum of 5 points, maximum of 5 point deduction

Points will be awarded based on:

- Online order submittal: Not available 5 point deduction
- Restricted order guides- Not available 5 point deduction (Chemical Packages excluded)
- Ability to integrate ordering with Nutrition software: Not available 4 point deduction.

e. Service characteristics: Maximum of 10 points

Points will be awarded based on:

- Ability to meet WASS delivery day and time specifications based on district information sheet and ability to meet emergency service within 24 hours. Unable to meet 5 point deduction (Chemicals Package is excluded)
- Chemical package only: Inspecting equipment monthly awarded 10 points

7.4 Proposal Selection: Upon completion of evaluation of Proposals, WASS shall negotiate with Distributor(s) that submits the most responsive Proposal based on the evaluation criteria outlined above. Each WASS party shall issue its own Contract for Selected Distributor(s), and Contract award is contingent upon each WASS party and Distributor(s) reaching mutually agreeable terms as memorialized by the Proposal Certification and Contract Award. A Contract shall not exist between a

WASS party and any selected Distributor(s) until such Contract has been duly authorized and approved by the WASS party's Board of Directors.

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

1. Waive any irregularities or informalities in Proposals;
2. When in the best interest of the WASS parties, accept or reject any and all Proposals or portions thereof, select the next most responsive Proposal, or if necessary, issue a new RFP
3. Or take other action as the WASS party deems appropriate;
4. And/or enter into such Contract or Contracts as shall be deemed to be in the best interests of the WASS parties.

8.0 **AWARD AND POST AWARD INFORMATION**

8.1 **Notice of Intent to Award:** WASS will issue Notice of Intent to Award letters to all Distributors whose Package Proposal will be recommended to each WASS party's Board of Directors for Contract approval. Distributor(s) who were not selected will also be notified at this time. The Contract will be final when approved by each WASS party's Board of Directors.

8.2 **Award:** In accordance with each WASS party's policies, if any or all parts of Distributor's Proposal are accepted by the WASS 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 WASS party, shall become the Contract and shall represent the entire agreement between the WASS 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 WASS party.

8.3 **Appeals:** A Distributor whose Proposal has been timely filed and who is aggrieved by the WASS's intent to award the 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 WASS representative unless the petitioner is not an aggrieved party, a prior request by the same petitioner relating to the same Contract award has been granted, and/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; and/or
3. Arbitrary or capricious award.

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

8.4 **Contract Maintenance:** WASS 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 WASS 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 Distributors(s) may not be considered a responsible proposer until the assessed charge has been satisfied.
 3. The WASS and/or a WASS part(ies) 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, and/or if Selected Distributor(s) loses its license or other ability to provide the required products and services, and/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 WASS or a WASS part(ies) terminates this Contract, in whole or in part, for cause or default on the part of Selected Distributor(s), the WASS or a WASS part(ies) reserves the right to award the canceled Contract, and/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 WASS or WASS part(ies).
 6. Should any Contract formed hereunder be funded from Districts 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 Districts shall immediately notify Selected Distributor(s) of such occurrence but the Districts 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 from the defaulting Selected Distributor(s).

8.7 **Termination for Convenience**

WASS and/or a WASS part(ies) 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 WASS part(ies) will pay for all earned amounts to include a pro-rata portion of monthly amounts for products and/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 constitutes 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 contractors. 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 WASS

Waukee Community School District

Jeannie Allgood, Director
430 Ashworth Drive
Waukee, IA 50263
515-987-2719 ext. 12710
jallgood@waukeeschools.org

Ankeny Community School District

Scott Litchfield, Director
306 SW School Street
Ankeny, IA 50023
515-289-3952
scott.litchfield@ankenyschools.org

Saydel Community School District

Amanda Durflinger, Director
5470 NE 14th Street
Des Moines, IA 50313
515-264-0866 ext 2421
515-264-0869 (FAX)
durflingeramanda@saydel.net

Southeast Polk Community School District

Amy A'Hearn, Director
8325 NE University Ave
Pleasant Hill, IA 50327
515-957-3431
515-957-5172 (FAX)
amy.ahearn@southeastpolk.org

Acknowledgement

Date:

Re: Request for Proposal for WASS Prime Vendor Services RFP

Dear _____ ,

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

Sincerely,

Name:

Title:

PROPOSAL CERTIFICATION AND CONTRACT AWARD**Proposal Certification:**

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

Received RFP addenda ____ through ____ prior to Proposal submittal

Organization Name (print)

Name and Title of Authorized Representative (print)

Address

City, State ZIP

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

Signature of Authorized Representative

Date

Email Phone

Contract Award for Package(s):

By its signature below, and in consideration of the mutual promises of each party, the below-designated WASS 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 PROPOSAL SUMMARY

Distributor Name (Print): _____

Package Summary Pricing:

Product Groups Excel Spreadsheet for Pricing	Total Dollar Amount Primary Products
Package I	
GROUP A Frozen	\$ _____
GROUP B Refrigerated	\$ _____
GROUP C Dry	\$ _____
GROUP D Diverted Foods Pilot	\$ _____
GROUP E Commercial pricing of Diverted Foods	\$ _____ N/A _____
GROUP F Non-Food	\$ _____
TOTAL Package I	\$ _____
Package II	
Chemicals	\$ _____
Package III	
Fresh Produce	\$ _____

Unknown/Future Products Handling Fees:

During a Contract period as Regulations, products, and student preferences change, and as new products become available, products may need to change. Pricing structure will be the same – Cost plus Handling Fee. This handling fee is fixed at the case price at the time the item is added to the Proposal. Case price is manufacturer cost plus freight minus any avail allowances. Ordering Unknown/Future Products not on the *Excel Spreadsheet for Pricing* will be held to a minimum. 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		Case price \$.01-\$9.99	Case Price \$10.00-\$24.99	Case Price \$25.00-\$49.99	Case Price \$50.00-74.99	Case Price \$75.00-\$99.99	Case Price \$100 and up
Group A	Frozen						
Group B	Refrigerated						
Group C	Dry						
Group D	Diverted Food Pilot						
Group E	Commercial Pricing for Diverted Foods						
Group F	Non Food						
Package II	Chemicals						
Package III	Produce						

Explain Reduction in Handling Fees/Delivery Charges for Manufacturer's Drop Shipment

to a District: _____

Explain Late Payment Fees: _____

Delivery Charge*:

Delivery Charge per stop \$ _____

If the charge is different between packages, sites, amounts delivered, and minimum amount ordered; please explain how the delivery charge was determined. Consider palletized deliveries.

*Per federal guidance, additional fuel surcharges are not allowed.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

Note: Please fill this sheet out in INK. If corrections are needed, cross out and initial. DO NOT ERASE.

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

2. Conflict of interest is any situation in which an individual and/or corporation is in a position to exploit a professional and/or official capacity in some way for their personal and/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 and/or will exist during the contract period between Distributor and any member of WASS that interferes with fair competition and/or is a conflict of interest.
 - b. No relationship exists and/or will exist during the contract period between Distributor and/or any other Distributor and/or Manufacturer that interferes with fair competition and/or is a conflict of interest.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

3. My company has a possible conflict of interest: _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

**Certification Regarding Lobbying
WASS**

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

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

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature _____

Date _____

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Suspension and Debarment Certification

U.S. DEPARTMENT OF AGRICULTURE
Certification Regarding Debarment, Suspension, Ineligibility and
Other
Voluntary Exclusion – Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1047 (1/92)

Instructions for Certification

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

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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 a written HACCP plan and Standard Operating Procedures Plan
3. provides documentation of compliance upon request,
4. notifies customers promptly of findings of noncompliance, 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, recalls and biosecurity procedures.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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 WASS 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 Choice Fruits			
Second Quality Extra Standard Vegetables Standard Fruits			
Third Quality Standard Vegetables Substandard Fruits			

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 Choice Fruits			
Second Quality Extra Standard Vegetables Standard Fruits			
Third Quality Standard Vegetables Substandard Fruits			

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 Amanda Durflinger at durflingeramanda@saydel.net 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: _____

Sex Offender Agreement

TO ALL FIRMS, CONTRACTORS, VENDORS, VOLUNTEERS, AND EMPLOYEES OF THE WASS DISTRICTS

The Iowa Legislature has amended the Sex offender Registry Law (Chapter 692A of the Code of Iowa). This notice and certificate is to assure compliance with the new State of Iowa Sexual Offenders Laws and Regulations. It is your duty to make sure that you, and for vendors, your employees), are obeying these restrictions.

Prohibited Conduct

Any person on the Sex offender registry (SOR) or required to be registered on the SOR and whose conviction involved a sex offense against a minor are now prohibited from:

- Being present on school property (public and nonpublic) without written permission of school administrator or administrator's designee, unless enrolled as a student at the school;
- Being present on or in any vehicle or other conveyance owned, leased, or contracted by a public or nonpublic elementary or secondary school without the written permission of the school administrator or school administrator's designee when the vehicle is in use to transport students to or from a school or school-related activities, unless enrolled as a student at the school or unless the vehicle is simultaneously made available to the public as a form of public transportation.

Note that the law does not give school administrators the option of granting written permission or waiving the following restrictions:

- Operating, managing being employed by or acting as a contractor or volunteer at a public or nonpublic elementary or secondary school.
- Loitering within 300 feet of the school's boundary, unless enrolled as a student at the school;
- Loitering on or within 300 feet of the premises of any place intended primarily for the use of minors including but not limited to a playground available to the public, a children's play area available to the public, recreational or sport-related activity area when in use by a minor, or a swimming or wading pool available to the public when in use by a minor. Note: This includes property owned by others (such as the City of Waukee) but used for school activities.

Permitted Conduct

Any person on the Sex offender Registry (SOR) or required to be registered on the SOR and whose conviction involved a sex offense against a minor:

- Who is legally entitled to vote may be on school property solely for the period of time reasonably necessary to exercise the right to vote in a public election if the polling location of the offender is located in a school;
- Who is the parent or legal guardian of a minor may be on school property solely during the period of time reasonably necessary to transport the offender's own minor child or ward from a school.

Certificate of Compliance

____ I CERTIFY THAT I AM A VENDOR, FIRM, CONTRACTOR OR AGENCY to the Ankeny Community Schools, Saydel Community School District, Southeast Polk Community School District and Waukee Community School District and that I and all employees are in compliance with the new Sex Offender Registry Laws and Regulations who would be on or within 300 feet of the school's boundary. I further certify that no employees who service the Ankeny Community Schools, Saydel Community School District, Southeast Polk Community School District and Waukee Community School District are sexual offenders whose conviction involved a sex offense against a minor.

Business Name _____

Print Name

Title

Signature

____/____/____
Date

Assurance of Civil Rights Compliance

The Vendor hereby agrees that they will comply with:

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

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

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

Signature of Vendor's Authorized Representative

Date

Attachment P

Assurance of Non-Collusion or Certificate of Independent Price Determination

Date: Re: Request for Proposal for Prime Vendor Services RFP

Dear

A. By submission of a proposal in response to the WASS Request for Proposal RFP, the undersigned certifies the following:

1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with a competitor

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening in the case of a sealed bids or prior to the award in the case of a request for proposal, directly or indirectly to any other vendor or competitor for the purpose of restricting competition.

3. No attempt has been made or will be made by the vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this proposal on behalf of the vendor certifies that:

1. He or she is the person in the vendor's organization responsible within the organization for the decision as to the prices offered herein and has not participated, and will not participate, in any action contrary to A.1 through A. 3 above; or

2 He or she is not the person in other vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby to certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

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

Signature of Vendor's Authorized Representative

Title

Date

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

Signature of School Food Authority's Authorized Representative

Title

Date

Request For Proposal Checklist

Below is a list of important requirement 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. Documents in Categories A, and B must be part of the Proposal, while topics listed in Category C are to be addressed in a narrative that is no longer than ten (10) pages and included with the Proposal.

Category A: WASS 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/Unknown/Future Products	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 and Suspension	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, or Pack Size, if required	Attachment M	___	___
14. Sex offender Certificate of Compliance	Attachment N	___	___

Category B: Documentation required on Distributor's letterhead, signed by Distributor's authorized representative, and dated in the following order.

	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 six (6) references	___	___
19. List of all products for 2018-2019 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	___	___

Category C: 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 WASS parties will order	___	___
30. Describe ancillary services offered	___	___
31. Describe computer interface and support	___	___
32. Describe communication methods used to provide information to WASS parties	___	___

Category D: 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 WASS 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 15	___	___
7. Provide Safety Data Sheets (SDS) and electronic version by August 15	___	___
8. Order guides in the same order as RFP	___	___
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 WASS party.	___	___
12. Delivery personnel will deliver product to space: cooler, freezer, or storeroom.	___	___
13. Monthly prices changes will be submitted to WASS parties by 25 th of month for increase to take effect on 1 st of following month	___	___
14. An account representative will visit each WASS party as requested	___	___
15. Audit information will be available when requested	___	___
16. All records regarding WASS party purchases will be available for at least 3 years from end of Contract and after all other pending matters are closed.	___	___

Category E: Optional information that Distributor wants to share with WASS. Information will not be used for the evaluation of Proposal. Place in a separate sealed envelope.

	YES	NO
1. Value Added Options and Services	___	___
2. Other information	___	___