

# REQUEST FOR PROPOSAL

## RFP COVER SHEET

### Administrative Information:

<b>TITLE OF RFP:</b>	<b>Warehousing and Delivery Services for USDA Foods</b>		<b>RFP Number:</b>	<b>0320282002</b>
<b>Agency:</b>	<b>The Department of Administrative Services on behalf of the Department of Education</b>			
<b>State seeks to purchase:</b>	<b>Warehousing and Delivery Services for USDA Foods</b>	<b>Available to Political Subdivisions?</b>	<b>No</b>	
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>1</b>	<b>Number of possible annual extensions:</b>	<b>4</b>	
<b>Initial Contract term beginning:</b>	July 1, 2020	<b>Ending:</b>	June 30, 2021	
<b>State Issuing Officer:</b> Julie Janssen 515-281-5602 Julie.Janssen@iowa.gov Hoover Building, 3 <sup>rd</sup> Floor 1305 E Walnut Street Des Moines, Iowa 50319				
<b>PROCUREMENT TIMETABLE—Event or Action:</b>			<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website			<b>Date November 13, 2019</b>	
State Issues RFP			<b>Date November 15, 2019</b>	
RFP written questions, requests for clarification, and suggested changes from Respondents due:			<b>Date: December 2, 2019 2:00 P.M. CT</b>	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:			<b>Date: December 6, 2019</b>	
<b>Proposals Due Date:</b> <b>Proposals Due Time:</b>			<b>Date: January 15, 2020</b> <b>Time: 3:00 P.M. CT</b>	
Anticipated Date to issue Notice of Intent to Award:			<b>Date: February 15, 2020</b>	
<b>Relevant Websites:</b>	<b>Web-address:</b>			
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>			
Internet website where contract terms and conditions are posted:	<a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>			
Number of Copies of Proposals Required to be Submitted:			1 Original and 1 Digital	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:			<b>120 Days</b>	

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<b>SECTION 1</b>	<b>INTRODUCTION</b>
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**1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 and 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Fixed Price Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

**1.2 Definitions**

For the purposes of this RFP and the resulting contract, the following terms shall mean:

**"Agency"** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

**"Contract"** means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

**"Contractor"** means the successful Respondent to this RFP.

**"General Terms and Conditions"** means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

**"Proposal"** means the Respondent's proposal submitted in response to the RFP.

**"Respondent"** means a vendor submitting a Proposal in response to this RFP.

**"Responsible Respondent"** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent's competence and qualifications to provide the goods or services requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

**"Responsive Proposal"** means a Proposal that complies with the material provisions of this RFP.

**"RFP"** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**"State"** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

**"CFR"** means Code of Federal Regulations.

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

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

**"Direct Distributions/Direct Delivery"** means the program where NSLP participants in Iowa order USDA Foods directly obtained from USDA.

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

**"Fixed Fee"** means the amount paid to a Respondent beyond product costs. It includes, for example, labor, warehousing, transportation, overhead, and profit. It shall remain firm for the duration of the Contract.

**"Fixed Price Contract"** means a contract where the price for the duration of the contract period is fixed. The price of the product(s) and the fixed fee does not go up or down during the contract period.

**"Manufacturer"** means commercial food processor who has been approved to receive USDA Foods by the State of Iowa. The manufacturer uses the USDA Foods in the processing of further processed end products.

**"NSLP"** means National School Lunch Program.

**"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.

**"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.

**"Recipient Agency"** (RA) means public and non-public school districts, Residential Child Care Facilities, or other organizations that participate in the National School Lunch Program, the Summer Food Service Program, or both, and are eligible to receive USDA Foods.

**"SFSP"** means Summer Food Service Program

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

"**USDA**" means the United States Department of Agriculture.

"**USDA Foods**" means the foods ordered, procured, and purchased by the USDA in the form they are delivered by the Vendor.

"**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.

"**Web Based Supply Chain Management**" (WBSCM) means the USDA's website used by states to order available USDA Foods, and where receipting of delivered USDA Foods occurs.

### **1.3 Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

**Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.**

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

### **1.4 Background for Warehouse and Delivery Services of USDA Foods**

The United States Department of Agriculture (USDA) acquires agricultural commodities through price support programs, surplus removal, and direct purchase programs from national markets to provide nutritious high quality food to Recipient Agencies (RA). The Bureau of Nutrition and Health Services (BNHS) as part of the Iowa Department of Education (IDOE) is the State Distributing Agency (SDA), responsible for the distribution of USDA Foods in the State of Iowa. The SDA administers the distribution of USDA donated foods to RAs that participate in the National School Lunch Program (NSLP) and/or the Summer Food Service Program (SFSP). RAs utilize foods to prepare meals for consumption in the NSLP and SFSP. These foods are approximately 15-20% of the foods consumed in schools throughout the United States.

During the 18-19 school year there were approximately 470 eligible Recipient Agencies participating in NSLP and 180 eligible Recipient Agencies participating in SFSP. Recipients Agencies participating in NSLP can choose to divert some, or all, of their USDA Donated Foods to manufacturers to be turned into further processed end products (example: Diverted Foods: Raw chicken turned into chicken nuggets) or can choose to accept items obtained directly from USDA, Direct Distribution.

Some larger Recipients Agencies are able to accept direct shipment of USDA Foods from USDA contractors, these items would not be a part of this procurement.

## 1.5 Current Usage Data

SY 18-19 NSLP Order Data

	# of Items made available	# of Cases Delivered	Approximate Value of Food Delivered	# of RAs Ordering
Direct USDA Foods	75	246,505 cases	\$10.6 M	442
Diverted Foods	68	468,081 cases	\$16.7 M	191

2019 SFSP Order Data

	# of Items made available	# of Cases Delivered	Approximate Value of Food Delivered	# of RAs ordering
Direct USDA Foods	55*	3,185 cases	\$122,000	82

\*These are the same items as available through NSLP

### Current Distribution

Currently the direct distribution USDA Foods are handled by Keck Foods, utilizing a central warehouse in Des Moines, IA. Direct Distribution USDA Foods are ordered by the SDA to the contracted warehouse space. Majority of the ordering is done in the spring of the preceding school year, for example the foods being distributed for SY 19-20 were ordered in March/April 2019. Delivery periods are broken into the first half of the month or the second half of the month. Under the current system a majority of the products come in August through March.

The further processed end products are being currently being distributed, some by Keck, but the majority by the individual commercial food distributors of participating schools. Commercial food distributors place orders with manufacturers and have the products delivered at a frequency of their choosing.

## 1.6 Objective

The objective of this solicitation is for the Bureau of Nutrition and Health Services (BNHS) as part of the Iowa Department of Education (IDOE) to solicit proposals from Responsive and Responsible vendors to provide warehouse and delivery services of USDA Foods to eligible Recipient Agencies (RA) across the State of Iowa. USDA Foods include direct delivered items, as well as further processed end products from manufacturers.

This procurement represents a new way of doing business for the State of Iowa. BNHS seeks to combine distribution of these two categories of products (direct distribution and further processed end products) into a single contractor with state wide coverage. However, the SDA has divided the state into two service regions (Attachment #9) and will accept proposals for distribution of one category of products only, as well as for one service region only.

By combining state wide volume of Direct Distribution USDA Foods and further processed end products, the goal is to obtain the most cost effective and efficient method of distribution for USDA Foods to all RAs.

The SDA may already have in place or choose to award supplemental Contracts for any work related to this solicitation, or any portion thereof. The SDA reserves the right to award the Contract jointly between two (2) or more potential Respondents, if such arrangement is in the best interest of the Recipient Agencies. The Respondent must agree to cooperate with other such Respondents, and must not commit or permit any act which may interfere with the performance of work by any other Respondent.



<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**2.1 Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

**2.2 Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

**2.3 Downloading the RFP from the Internet**

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

**2.4 Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

**2.5 Questions, Requests for Clarification, and Suggested Changes**

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

## **2.6 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

## **2.7 Amendment and Withdrawal of Proposal**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

## **2.8 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

## **2.9 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## **2.10 Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

## **2.11 No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

## **2.12 Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

- 2.12.1** The Respondent fails to deliver the Cost Proposal in a separate envelope.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.8** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.9** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.10** The Respondent provides misleading or inaccurate responses.
- 2.12.11** The Respondent's Proposal is materially unbalanced.
- 2.12.12** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.13** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.14** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

## **2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of

nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

**2.15 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

**2.16 Verification of Proposal Contents**

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

**2.17 Proposal Clarification Process**

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

**2.18 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

**2.19 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.20 Form 22 - Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.***

**2.21 Copyright Permission**

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

**2.22 Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

**2.23 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

**2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

**2.25 No Contract Rights until Execution**

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

**2.26 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

**2.27 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.28 No Minimum Guaranteed**

The Agency does not guarantee any minimum level of purchases under the Contract.

**2.29 Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

**2.30 Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**3.1 Instructions**

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 rejection of the Proposal.

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number: RFP0320282002**

**RFP Title: Warehousing and Delivery for USDA Foods**

**Issuing Officer Name: Julie Janssen**

**Lead Agency Address: Hoover Building, 1305 E Walnut Street, Des Moines, Iowa 50319**

***[Respondent's Name and Address]***

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2** 1 Original and 1 Digital Copy of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

- 3.1.4** Proposals shall not contain promotional or display materials.

- 3.1.5** Attachments shall be referenced in the Proposal.

- 3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

## **3.2 Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

### **3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

### **3.2.2 Table of Contents**

The Respondent shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

### **3.2.3 Executive Summary**

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 3.2.3.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.
- 3.2.3.2** An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.3.3** Any other summary information the Respondent deems to be pertinent.

### **3.2.4 Mandatory Specifications and Scored Technical Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### **3.2.5 Respondent Background Information**

The Respondent shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.



- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Respondent's accounting firm.
- 3.2.5.12** The successful Respondent will be required to register to do business in Iowa before payments can be made.  
For vendor registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>

### **3.2.6 Experience**

The Respondent must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.

- 3.2.6.5** Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

**3.2.7 Termination, Litigation, Debarment**

The Respondent must provide the following information for the past five (5) years:

- 3.2.7.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.7.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.7.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.7.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.7.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

- 3.2.7.6** Provide DUNS number for verification of Debarment through [www.sam.gov](http://www.sam.gov)

**3.2.8 Acceptance of Terms and Conditions**

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**3.2.9 Certification Letter**

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

**3.2.10 Authorization to Release Information**

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

**3.2.11 Firm Proposal Terms**

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

**3.2.12 Addendums**

Provide signed copy of posted RFP addendums.

**3.2.13 Request for Confidentiality**

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

**3.2.14 Anti-Lobbying Certificate**

The Respondent shall sign and submit with the Proposal the Lobbying Certification and Disclosure of Lobbying Activities Form included as Attachment #8. By submitting the signed form, the Respondent certifies that no federally 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.

**3.2.15 Assurance of Civil Rights Compliance**

The Respondent shall sign and submit with the Proposal the document included as Attachment #7.

**3.2.16 Food Recall Assurance**

The Respondent shall sign and submit with the Proposal the document included as Attachment #12.

**3.3 Cost Proposal**

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. The SDA is seeking pricing for Warehousing and Delivery services for Direct Distribution USDA Foods and Further Processed End Products for RAs located into two service regions (Attachment# 9).

The Cost Proposal consists of the two pricing spreadsheets. The first pricing spreadsheet, for Direct Distribution USDA Foods (Attachment #5 Cost Proposal Direct Distribution USDA Foods),

requests the fixed fee for distribution of USDA Foods from Respondent's warehouse to RA locations in both service regions. The Fixed fee may, at Respondent's discretion, be varied based on the storage type of USDA Foods in the warehouse.

The second pricing spreadsheet, for Further Processed End Products (Attachment #6 Cost Proposal Further Processed End Products), requests pricing for all products through the Net off Invoice (NOI) value pass through system. Products have been broken into bulk material categories and product specifications. Product specifications are in Attachment # 13 Product Specifications. Pricing can **only** be submitted for products that meet the product specifications **and** are available through the Net off Invoice (NOI) value pass through system. Known manufacturers of acceptable products have been identified on the pricing spreadsheet, but additional manufacturer products may be submitted as well, as long as they meet specifications. For unknown products, samples may be requested for taste testing by volunteer Recipient Agencies. Respondent will be asked to help facilitate sample requests from Manufacturer's, as necessary. There is a limit of two items per manufacturer that may be submitted for consideration. At most, two items per product specification, will be chosen to be part of the awarded group of products.

In the event the fixed fee for one region is significantly higher than the other, the State reserves the right to negotiate for a more reasonable fixed fee balance between regions

### **3.3.1 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

#### **3.3.1.1 Prompt Payment Discount**

The State and RAs may agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

## SECTION 4 SCOPE OF WORK

### Overview

The successful Respondent must provide the services to the State in accordance with the requirements as provided in this Scope of Work. There are two categories of products for which the SDA is requesting proposals, Direct Distribution and Further Processed End Products. The Respondent may choose to submit proposals for either, or both, categories.

### 4.1 For Direct Distribution Category of USDA Foods

#### 4.1.1 State Role:

The State Distributing Agency will order USDA foods for delivery to the Respondent Contracted warehouse(s).

- To conserve warehouse space and increase inventory turns; the timing, types, and quantities of deliveries will be consolidated into the highest requested and utilized items by RAs, in consultation with Respondent.
- The USDA offers an estimated one hundred eighty (180) USDA foods for order by states (Attachment #11 Available Items from USDA). USDA foods will be assigned an Iowa Code number which will remain consistent throughout the duration of the contract; however, the USDA Vendor may vary with each load due to USDA contract awards. All USDA foods are shipped freight prepaid by the USDA.
- The goal of the SDA is to have minimal to zero carry over inventory from one school year to the next.
- The State Distributing Agency must conduct onsite reviews annually of items identified in 4.1.2, must inform each sub-distributing agency of any deficiencies identified in its reviews, and recommend specific actions to correct such deficiencies. The State Distributing Agency must ensure that such Agencies or purchasing entities implement corrective actions to correct deficiencies in a timely manner.

#### 4.1.2 Respondent Role:

The Respondent must:

- Furnish warehousing facilities with sufficient equipment, personnel, and space to accept, unload, handle and store perishable (frozen and refrigerated) and non-perishable (dry) items. Facilities for the storage and control of USDA Foods must protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation in accordance with industry standard practices. USDA Foods must be stored in a manner that permits them to be distinguished from other foods.

- Isolate or dispose of damaged, defective, contaminated or recalled items as instructed by the State Distributing Agency.
- Take other protective measure as deemed necessary by the State Distributing Agency.

#### **4.1.3 Accepting and Unloading USDA Product**

The Respondent must:

- Be the drop point for the delivery of food from the USDA delivery carriers.
- Follow FNS Instruction 709-5 Shipment and Receipt of USDA Foods (<https://www.fns.usda.gov/usda-foods/shipment-and-receipt-goods-fns-instruction-709-5>) detailing instructions for receiving and receipting loads from USDA Respondents.
  - The USDA delivery carriers are required to contact the Respondent to schedule an unloading appointment in advance. In the event a USDA delivery carrier fails to make an appointment, the Respondent must unload the USDA product as soon as conveniently possible within the normal, daily unloading hours.
- Accept sole responsibility for unloading all food received and record any long, short or damage discrepancies on the signed bill of lading from the carrier that delivers the donated food before the driver is released.
  - If damaged food is identified during unloading, the respondent must recoup undamaged food from damaged units in order to reduce further losses to the maximum extent possible.
  - Not accept any food that is damaged or is of questionable condition (past best if used by dates, signs of temperature abuse, crushed boxes, etc.) without the permission of the State Distributing Agency.

#### **4.1.4 Warehouse Receipts and Receiving**

- Upon acceptance of each shipment of food, the Respondent must prepare a non-negotiable warehouse receipt and submit it, along with a copy of the bill of lading (BOL) to the SDA.
- Respondent must designate an individual to receive a USDA Authentication user ID and password for the purpose of receiving shipments into the USDA Web-Based Supply Chain Management (WBSCM) site. The State Distributing Agent will provide training on the receipting process and other WBSCM reports.

- Receipting of shipments in WBSCM must occur within two (2) calendar days, or as often as required by current USDA guidance, of receiving the load and include appropriate data regarding long, short, and/or damaged shipments.

#### **4.1.5 Inventory Tracking**

The Respondent must:

- Establish a method for tracking all in-bound shipments. This tracking method is to be identified on the warehouse receipts.
- Establish and maintain complete and accurate inventory records pertaining to the receipt and storage of foods for the State Distributing Agency.
  - The State Distributing Agency reserves the right to request physical counts of USDA Food inventories at any time.
- Reconcile overage and shortage discrepancies between physical inventory and book inventory, if such exist. Any irreconcilable discrepancies may lead to a Claim, following FNS instruction 410-1, rev 2.
- Record and track lot code numbers and pertinent dates such as when received, best if used by, expiration for all items received.
- Maintain a perpetual/book inventory and provide a copy of this inventory to the State Distributing Agency

#### **4.1.6 Recipient Agency Orders and Deliveries**

Recipient Agencies who are participating in the National School Lunch Program (NSLP) and the Summer Food Service Program (SFSP) will order USDA Foods for delivery by the Awarded Respondent. Frequency of these deliveries is to be determined with Awarded Respondent. The Respondent must distribute USDA Foods to eligible Recipient Agencies only, as identified by the SDA.

- Respondent may utilize their own ordering system for these orders, or may choose to have Recipient Agency's order through State system. Ordering process will be negotiated with Awarded Respondent.
- The State Distributing Agency reserves the right to add or delete Recipient Agency's to the program during the term of the contract.
- The Respondent must provide delivery service to any new Recipient Agency's identified by the SDA pursuant to the same terms, conditions and prices.

#### **4.1.7 Recipient Agency Delivery Invoices**

- Respondent must issue a delivery invoice for each Recipient Agency.

- The delivery invoice at a minimum must include this information:
  - Drop site address
  - Items being delivered
  - Fixed Fee per case
  - Total delivery cost
  - Place for Recipient Agency representative signature
  - Two (2) copies, one for Recipient Agency and one for the delivery driver
- At time of delivery Respondent must obtain a signature from a Recipient Agency representative on the delivery invoice.
- Copies of the signed delivery invoices must be submitted to the State Distributing Agency.

#### **4.1.8 Recipient Agency Deliveries**

The Respondent must:

- Transport USDA Foods to RA locations in a manner that properly safeguards them against theft, spoilage, damage, or other loss, and in accordance with industry standard practices.
- Recipient Agencies will verify the delivery received; the accuracy of type and quantities of each item and the condition of the food. The Respondent must factor in ample time for each delivery to allow truck drivers to be physically present for the verification of order received.
  - Recipient Agencies will check temperatures of incoming food and will not to accept food that is damaged, or found to be no longer fit for human consumption.
- Respondent may comingle delivery of any USDA Foods with other commercially purchased food items being delivered to Recipient Agency, as applicable.
- Note variations from the norm (e.g. shortages, damages, overages.) and delivery costs adjusted, on each copy of delivery invoice by the Recipient Agency representative and initialed by the Respondent's truck driver during delivery
  - Respondent is not required to issue credits for errors not reported within 48 hours of delivery, with the exception of hidden damage that couldn't have been identified at the time of delivery.
  - If the units are refused due to damage (crushed boxes, leaking, rust, temperature abuse, etc.), the Respondent must return these cases to the warehouse for disposal.



- Any product overages need to be returned to the truck and returned to the warehouse to be restocked. Unless, during the delivery route, the proper RA for the extra cases is found, then they may be delivered to the RA.

#### **4.1.9 Recipient Agency Pick Up**

- Respondent must allow Recipient Agencies the option to pick up food from the Respondent's warehouse.
- All Pick-ups at the Respondent's warehouse will be prescheduled, as requested by the Recipient Agency and approved by the Respondent.
- Respondent must create an invoice for all products Recipient Agency is picking up. At least two (2) copies are required, the Recipient Agency representative will sign both, keep one and the Respondent must keep one.
- Respondent must submit signed copies of all pickup to the State Distributing Agency along with signed copies of delivery invoices.
- Respondent personnel must place the product at the platform out loading dock/door on exchangeable pallets.
- Recipient Agencies that elect to pick up items from the Respondent's warehouse will use their own vehicles to transport product from the warehouse to the Recipient Agencies facility.
- Recipient Agency personnel will count and sign for receipt of the product, take responsibility for the product, and load the product into their own vehicle.

#### **4.1.10 Damaged Product**

Product damaged during deliveries or while in storage at the warehouse must be reported to the State Distributing Agency. Any occurrence resulting in a loss totaling more than \$100 must be reported immediately to the State Distributing Agency. Product damages may lead to pursuit of a claim, following FNS Instruction 410-1 rev 2.

#### **4.1.11 Emergency or Disaster Situation**

In the event of an emergency or disaster situation, as determined by the Governor or President, or a situation of distress as defined by the USDA, and upon request of and in accordance with SDA instructions, the Respondent must deliver specified foods to designated sites, regardless of the volume of units of food, as soon as possible but must no later than forty eight (48) hours after notification by the State Agency even if such occurs on a weekend or holiday. The Respondent must give priority to such deliveries over all other Recipient Agency deliveries.

In the event the SDA requests the Respondent to deliver foods for disaster feeding, the SDA may negotiate with the Respondent for a delivery rate that is in the best interest of the State.

## **4.2 For Further Processed Category of End Products**

### **4.2.1 State Role:**

The State Distributing Agency:

- Will establish State Participation Agreements with eligible Manufacturers to process USDA Donated Foods into further processed end products commonly used in Iowa Schools.
- Will collect and coordinate Recipient Agency Diversions for end products annually and provide a list of participating Recipient Agencies to awarded Respondent.

### **4.2.2 Respondent Role:**

The Respondent must:

- Stock further processed end products from manufacturers as awarded per this solicitation.
- 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.
- Provide an ordering system for eligible recipient agencies to order products. System needs ability to “turn off” access to certain items and/or to certain Recipient Agencies, at discretion of the State Distributing Agency.
- Deliver to all eligible Recipient Agencies participating in the NSLP on a regular basis. Frequency to be determined with awarded Respondent. Transportation of USDA Foods must be done so in a manner that properly safeguards them against theft, spoilage, damage, or other loss, and in accordance with industry standard practices.
- For current commercial customers, Respondent may comingle USDA further processed end product deliveries with other food deliveries. Respondent may also comingle deliveries with the direct delivered USDA Foods, if responding to that portion of the solicitation.
- Respondent must adjust delivery invoices for any shortages, damages, or overages discovered upon delivery.
- Respondent must not provide substitutions of products without prior approval of the Recipient Agency receiving the delivery.

### **4.2.3 Additional Further Processed End Products**

Respondent must allow additional further processed end products, not included in the original pricing spreadsheet (Attachment #6 Cost Proposal Further Processed End Products), to be added to the resulting Contract for the benefit of Recipient Agencies.

#### **4.2.4 Reporting Requirements**

Respondent must:

- Report sales of end products containing USDA Foods to Recipient Agencies at least monthly to the applicable manufacturer's reporting agency (i.e. ProcessorLink, K12Foodservice, etc.).
- Provide reports detailing usage of further processed end products to Recipient Agencies and the SDA, upon request.

#### **4.2.5 Pass Thru/Crediting**

Respondent must clearly indicate the donated food pass through value on invoices to Recipient Agencies. Crediting of donated food value must be performed in accordance with 7 CFR 250.36 (d)

#### **4.2.6 Signed Manufacturer Agreement**

Respondent must enter into an agreement with manufacturers. Per 7 CFR 250.30(i), a manufacturer providing end products containing donated foods to a distributor must enter into a written agreement with the distributor.

## SECTION 5 SPECIFICATIONS

### Overview

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### 5.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

**5.1.1** Respondent must provide services to the sole satisfaction and in accordance with the instructions provided by the State agency and in accordance with Federal Regulation 7 CFR, Part 250.

**5.1.2** Respondent must obtain all required Federal, State and local health inspections. Immediately following notification of Contract award and each Contract renewal, the Respondent must provide the State Agency, upon request, with documentation that inspections/approvals are current.

**5.1.3** The Respondent must understand and agree that Hazard Analysis Critical Control Points (HACCP) requirements are applicable to the Contract. The Respondent must be subject to HACCP requirements, (<http://www.fda.gov/Food/GuidanceRegulation/HACCP/default.htm>).

#### **5.1.4 Food Liability**

The Respondent must be liable for:

**5.1.4.1** All losses of, damage to, or improper distribution of foods which occurs as a result of the Vendor’s fault or negligence.

**5.1.4.2** All inventory shortages for items in the care, custody, and control of the Vendor that cannot be properly accounted for.

The Respondent must agree and understand that “restitution in cash” or “replacement in kind” shall be required and that claim may be levied against the Respondent to recover the value of food lost, improperly distributed, or not properly accounted for. “Restitution in cash” is defined as the most recently published USDA cost-per-pound. “Replacement in kind”, which is the first priority, is defined as like product of equal or better quality. USDA FNS Instruction 410-1 rev. 2 or any succeeding or revised document shall be followed in the event of a loss of USDA food. The instruction is posted here: <http://www.fns.usda.gov/sites/default/files/FNS-410.pdf>.

- 5.1.5** The Respondent must agree that all records, equipment and facilities shall be available for inspections by representatives of the Comptroller General of the United States, the USDA, the State Agencies, and the State Auditor’s office during normal business hours

**5.1.6 Donated Food Record Retention**

The Respondent must maintain records relating to donated foods. Records must be retained for a period of three (3) years from the close of the fiscal or school year to which they pertain. Records pertaining to claims or audits that remain unresolved in this period of time must be retained until such actions have been resolved.

- 5.1.7** Upon award of the Contract, the successful Respondent must work with the SDA, and any other organizations designated by the SDA, to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the SDA. If necessary, the Respondent(s) must pick up and transport all USDA inventory remaining in the SDA contracted warehouse located in Des Moines, IA.

- 5.1.8** Upon expiration, termination or cancellation of the Contract, the Respondent must assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. The Respondent must deliver all records, documentation, reports, data, etc., which are required to be produced under the terms of the contract to the SDA in a format and condition that are acceptable to the SDA.

**5.1.9 Sex Offender**

Respondent must comply with Iowa Code Chapter 692A, as amended, which generally prohibits individuals who have been convicted of a sex offense against a minor from being present on school grounds or operating, managing, being employed by, or acting as a Contractor or volunteer at a school.

**5.1.10 Smoking**

Respondent must comply with all prohibitions on smoking in Recipient Agency facilities and on Recipient Agency grounds pursuant to the Iowa Smoke Free Air Act, Iowa Code Chapter 142D, and other applicable laws or policies.

## **5.2 Scored Technical Specifications**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

### **5.2.1 USDA Foods Categories and Service Regions**

- Is the Respondent able to provide Warehouse and Delivery Services for both categories of USDA Foods (Direct Distribution and Further Processed End Products)?
- If Respondent is unable to provide services for both categories of USDA foods (Direct Distribution and Further Processed End Products), which category of products are you proposing to service?
- Is the Respondent able to provide warehousing and delivery services for both service regions (Attachment# 9) in the State of Iowa?
- If Respondent is unable to provide warehousing and delivery services for both service regions, which service region is the Respondent proposing to service?

### **5.2.2 Storage Facilities**

- Provide a list of all of the Respondents storage facilities addresses (in and outside of Iowa) that Respondent will utilize for the resulting Contract.
  - Describe the available warehouse space and any features that will be utilized for the resulting Contract.
- When was the last time all the storage facilities listed had health inspections?
  - Describe any findings from these health inspections.
  - What corrective actions were taken in response to these findings?
- Explain how the temperature of the storage areas is monitored.
  - Would temperature logs be available upon request?
- Describe what safe guards exist for theft, fire, flood, power outage etc. at these storage facilities?

### **5.2.3 Inventory Procedures**

- What inventory policies and procedures does the Respondent currently have in place in their facilities to be utilized for the resulting Contract?
- What is Respondents inbound shipment tracking system?

- If lot codes are used in Respondents inbound shipment tracking system, how are they assigned?
- For the Direct Distribution USDA Foods: how soon after receipt would Respondent be able to provide the SDA with warehouse receipt and bill of lading copies?
  - In what format would these be available?
- How often is a physical inventory count done at the Respondents storage facilities?
- Does the Respondent maintain a perpetual/book inventory?
  - What format is this perpetual/book inventory in?
- How does the Respondent intend to communicate current inventory levels and counts to the SDA?
  - How often will the Respondent communicate current inventory levels and counts to the SDA?

#### **5.2.4 Ordering System**

- Does the Respondent have an electronic ordering system already in place and working?
- If the Respondent has a current electronic ordering system, describe the features and functions of this electronic ordering system.
- Will this system provide the SDA the ability to “turn off” access to specific items and to specific Recipient Agencies when USDA Foods run out, at discretion of the SDA?

#### **5.2.5 Order Preparation Procedures**

- Describe the Respondents ordering picking and delivery preparation procedures.
- What processes and procedures are in place to ensure each Recipient Agency gets the items ordered for them?
- What is the Respondents lead time required to fulfill orders?
  - For current commercial customers?
  - For customers under this solicitation only?

#### **5.2.6 Delivery Procedures**

- What delivery procedures does the Respondent currently have in place?

- How does the Respondent plan to adjust these procedures, if necessary, to meet the Scope of Work and Mandatory Requirements of this solicitation?
- How will the Respondent notify Recipient Agencies of deliveries?
  - What information and format will these notifications consist of?
- What is the Respondents current procedure in case of a delivery delay event?
- What is the Respondents current policy regarding your delivery driver personnel assisting Recipient Agency sites in moving received products to Recipient Agency storage areas?
  - Explain any limitations to this policy.
- Does the Respondent have minimum requirement of cases, pounds, or value for deliveries?
  - Please list all of the Respondents minimum order requirements for deliveries.

#### **5.2.7 Delivery Frequency for Current Commercial Customers:**

- Explain the delivery frequency that will be available to the Recipient Agencies based on the below school enrollment:
  - <1000 students
  - 1000-2500 students
  - 2500 – 9999 students
  - 10,000 students

#### **5.2.8 Product Shortages**

- What is the Respondents current procedure and policy for notifying Recipient Agencies of product shortages?
- What is the timeframe of notification to Recipient Agencies after Respondent is aware?
- What is the Respondent's current average fill rate to commercial customers?
- What is the Respondent's estimated fill rate for Recipient Agencies under this solicitation?

#### **5.2.9 Transition of Delivery Distribution**



- Describe how the Respondent will work with the SDA, and any other organizations designated by the SDA, to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the SDA.
- Describe how upon expiration, termination or cancellation of the resulting Contract the Respondent will assist state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.
- Explain how the Respondent will deliver all records, documentation, reports, data, etc., which are required to be produced under the terms of the contract to the SDA
  - Explain what format and condition these records, documentation, reports, and data will be delivered to the SDA in?

#### **5.2.10 Product Recall**

Respondent must voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

- What is the Respondents current procedure/policy for food recalls?
- How will the SDA and Recipient Agencies be notified of product recalls?
- What is the timeframe of notification to the SDA and Recipient Agencies after Respondent is aware?

#### **5.2.11 Reports and Reporting**

- What types of reporting does the Respondent have available for the SDA and Recipient Agencies regarding distribution of food products under this solicitation? Provide examples if possible.

**Further Processed End Products Category Product Sales Reporting** to manufacturers reporting agency.

- How often will this report be provided to the Manufacturer's reporting agency?

**Direct Distribution Category Signed Delivery Invoices** to the SDA.

- Explain how the Respondent will provide these delivery invoices.
- What format will the Respondent provide these invoices?
- Provide a timeframe for when these delivery invoices would be provided to the SDA.

#### **5.2.12 Further Processed End Product Food Show**

In order to facilitate Recipient Agency diversions, a food show is typically held to allow Recipient Agencies to taste test the further processed end products available in the next school year.

- Is the Respondent able to host a food show for an estimated two hundred (200) attendees in spring 2021 and every spring of contract renewal period?
- Describe the possible locations and facilities where the Respondent may host the food show.

#### **5.2.13 Subcontractors**

- Describe the roles and responsibilities of any subcontractors the Respondent will use to fulfill any portion of the Scope of Work.

## SECTION 6 EVALUATION AND SELECTION

### 6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

### 6.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

### 6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP closing.

### 6.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

*(Formula #1: All cost proposals compared against the least expensive cost proposal.)*

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.

- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

**Example:**

**Respondent A quotes \$35,000, Respondent B quotes \$45,000, and Respondent C quotes \$65,000.**

Respondent A:  $\frac{\$35,000}{\$35,000} =$  receives 100% of available points on cost.

Respondent B:  $\frac{\$35,000}{\$45,000} =$  receives 78% of available points on cost.

Respondent C:  $\frac{\$35,000}{\$65,000} =$  receives 54% of available points on cost.

**6.5 Total Score**

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

**6.6 Tied Score and Preferences**

**6.6.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

**6.6.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

**6.6.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.

**6.6.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

**6.6.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

## SECTION 7 CONTRACT TERMS AND CONDITIONS

### 7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

**7.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;

**7.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

## **7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

### **7.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

### **7.2.2 Limitation of Liability**

Iowa Code section 8A.311 (22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

### **7.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **7.2.4 Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

#### **7.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

### **7.3 Special Terms and Conditions**

#### **7.3.1 Additional Further Processed End Products**

Respondent must allow additional further processed end products, not included in the original pricing spreadsheet (Attachment #6 Cost Proposal Further Processed End Products), to be added to the resulting Contract for the benefit of Recipient Agencies. Both parties (Respondent and State) must agree that the aggregate value of added purchases during each year of the contract, must not exceed 10 % of the estimated total value at contract start date. Such additions will be included in the Awarded Contract list during the Contract renewal through a contract amendment, and the contract value will be adjusted to reflect the contract value.

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

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

#### **7.3.3 Buy American**

The Respondent 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.

#### **7.3.4 Equal Employment Opportunity**

The Respondent must 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 Respondent 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 must 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 Respondent will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

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.

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](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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



This institution is an equal opportunity provider.

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 Respondent 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

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

The Respondent 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).

**7.3.6 Force Majeure**

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

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

The Respondent is required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**7.3.8 Termination for Cause and Convenience**

The Department or the Respondent(s), may terminate the contract at any time for any reason, upon receiving written notification of such intent at least thirty (30) days prior to the effective date of such action.

The Department may terminate the contract due to noncompliance with Federal and State regulations, effective immediately after written notification by the Department to the Respondent(s).

**7.3.7 Term Length**

The Contract shall have an initial term of (1) one year, beginning on the date of contract execution (the "**Effective Date**"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of (4) four , not to exceed a total contract term of six (6) years] additional one-year terms. The State will give the Vendor written notice of its intent

whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.

Contract renewal must be based on:

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

At time of renewal, the Contractor may petition the State for pricing increases. The petition must be submitted in writing at least sixty (60) days before the proposed effective date of price increase. Petitions must include supporting documentation for proposed price increase using applicable Consumer or Producer Price Indexes, as published by the U.S. Bureau of Labor, Bureau of Labor Statistics. The State may terminate the Contract due to noncompliance with Federal and State regulations, effective immediately after written notification by the State to the Contractor.

### **7.3.8 Compliance with Law**

Vendor represents, warrants, covenants, and promises that Vendor, Vendor Contractors, and Vendor Personnel have complied with, and shall continue to comply, and, to the extent applicable, the Deliverables, Application Services, and System(s) comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders both generally and in connection with the performance of this Agreement, including the following:

- 7.3.8.1** Those prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action under federal or state law, rules, regulations, or orders, including Iowa Code chapter 216 and section 19B.7 and corresponding rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the State's written request, Vendor shall submit to the State a copy of its affirmative action plan, containing goals, time requirements, accessibility plans, and policies as required by Iowa Administrative Code chapter 11—121.
- 7.3.8.2** Those requiring the use of targeted small businesses as subcontractors and suppliers in connection with government contracts.
- 7.3.8.3** Those pertaining to any permitting and licensure requirements in carrying out the work performed under this Agreement.
- 7.3.8.4** Those relating to prevailing wages, occupational safety and health standards, payment of taxes, gift laws, and lobbying laws.
- 7.3.8.5** Applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, including Web Content Accessibility Guidelines (WCAG) 2.1, including any amendments thereto or any subsequent versions thereof, and all standards and requirements established by the Architectural and Transportation Barriers Access Board.

**7.3.8.6** All applicable I.T. Governance Document(s).

**7.3.8.7** To the extent a portion of the funding used to pay for the Deliverables, Application Services, or System(s) is being provided through a grant from the federal government, any terms or conditions required to be included in a contract between the State and a contractor pursuant to applicable federal laws, regulations, circulars, and bulletins, which Terms and Conditions are incorporated by reference into this Agreement as if fully set forth herein and contractual obligations of Vendor.

**7.3.8.8** IRS Pub 1075.

Vendor shall take such steps as necessary to ensure Vendor Contractors and Vendor Personnel are bound by the Terms and Conditions contained in this Section 7.6 (Compliance with Law). Notwithstanding anything in this Agreement to the contrary, Vendor, Vendor Contractors, and Vendor Personnel's failure to fulfill any requirement set forth in this Section 7.6 (Compliance with Law) shall be regarded as a material breach of this Agreement the State may cancel, terminate, or suspend, in whole or in part, this Agreement or any Purchasing Instruments executed hereunder. In addition, the State may declare Vendor or Vendor Contractors ineligible for future State contracts in accordance with authorized procedures or Vendor or Vendor Contractors may be subject to other sanctions as provided by law or rule.

### **7.3.9 Payment Terms**

#### **7.3.9.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

#### **7.3.9.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

#### **7.3.9.3 State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

#### **7.3.9.4 Payment Terms**

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

**7.3.9.5 Recipient Agency Payment Terms**

Recipient Agencies receiving deliveries under the resulting Contract, will make payments within thirty (30) calendar days from receipt of finalized invoice.

**7.3.9.6 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

**7.3.9.7 Prompt Payment Discount**

The State may agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

The Recipient Agency may agree to pay in less than thirty (30) days if an incentive for earlier payment is offered.

**7.3.9.8 Invoices**

Any invoices submitted to the State must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

All invoices submitted to the Recipient Agency must meet the requirements outlined in Section 4 Scope of Work.

**7.3.10 Insurance**

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million

Type of Insurance	LIMIT	AMOUNT
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

#### **7.4 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

**Julie Janssen**, Issuing Officer  
**DAS Central Procurement and Fleet Enterprise**  
**Hoover Building, 1305 E Walnut Street, Des Moines, Iowa 50319**

Re: RFP0320282002 - PROPOSAL CERTIFICATIONS

Dear **Julie Janssen**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** (Respondent) in response to **Agency** for RFP0320282002 for Warehousing and Delivery of USDA Foods are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see section 2.14.14.**

**[November 8, 2019]**

**Julie Janssen, Issuing Officer**

**DAS Central Procurement and Fleet Enterprise Hoover Building, 1305 E Walnut Street, Des Moines, Iowa 50319**

**Re: RFP0320282002 - AUTHORIZATION TO RELEASE INFORMATION**

**Dear Name of Issuing Officer:**

**[Name of Respondent]**\_\_\_\_\_ **(Respondent)** hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP0320282002**.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**



**Attachment #3**  
**Form 22 – Request for Confidentiality**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.**

**1. Confidential Treatment Is Not Requested**

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

**2. Confidential Treatment of Information is Requested**

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

### Part 1 – No Confidential Information Provided

#### Confidential Treatment Is Not Requested

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature (required)	_____ Title	_____ Date

*(Proceed to the next page only if Confidential Treatment is requested.)*

## Part 2 - Confidential Treatment is Requested

**The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.**

**NOTE:**

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Respondent's submission does not guarantee the agency will grant Respondent's request for confidentiality. The Agency may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

**Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.**

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4**  
**Submittal Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
One (1) original of the Proposal and One (1) electronic copy on digital media.			
One (1) Public Copy with Confidential Information Excised			
Section 3. Transmittal Letter			
Section 3. Executive Summary (Signed)			
Section 3. Specifications			
Section 3. Respondent Background Information			
Section 3. Experience			
Section 3. Acceptance of Terms and Conditions			
Section 3. Firm Proposal Terms			
Section 4. Scope of Work			
Section 5.1 Mandatory Specifications			
Section 5.2 Scored Technical Specifications			
Attachment 1 – Certification Letter			
Attachment 2 – Authorization to Release Information Letter			
Attachment 3 – Form 22 – Request for Confidentiality			
Attachment 5 – Cost Proposal Direct Distribution USDA Foods Form			
Attachment 6 – Cost Proposal Further Processed End Products			
Attachment 7- Assurance of Civil Rights Form			
Attachment 8 – Certificate Regarding Lobbying Form			
Attachment 12 – Food Recall Assurance Form			
<b>COST PROPOSAL</b> (submitted in a separate, sealed envelope.)			
One (1) original of the Cost Proposal and One (1) electronic copy on digital media.			

**Attachment #7 Assurance of Civil Rights Compliance**  
The Respondent hereby agrees that it 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 Respondent 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 Respondent's Authorized Representative  
Date

\_\_\_\_\_  
Title

**Attachment #8**  
**Certification Regarding Lobbying**

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**Certification Regarding Lobbying**  
**[SFA Name]**  
**Certification Regarding Lobbying**

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [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 follow-up 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, sub grants 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*

## DISCLOSURE OF LOBBYING ACTIVITIES

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

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



## **Attachment #12 Food Recall Policy and HACCP Plan Assurance**

Julie Janssen, Purchasing Agent  
DAS Central Procurement  
Hoover Building, 3<sup>rd</sup> Floor  
1305 E Walnut Street  
Des Moines, Iowa 50319

Re: Request for Proposal 0320282002 Warehouse and Delivery Service for USDA Foods

Dear Ms. Janssen,

The vendor provides assurance that industry standard Hazard Analysis Critical Control Points (HACCP) procedures have been developed and staff trained to be in compliance with safe food handling and quality assurance practices.

Furthermore, the vendor provides assurance that adequate food recall policies and procedures are in place. In the event there is a necessity to recall end products due to a breakdown in the HACCP principals of safe food handling that compromise the integrity of the product, these food recall procedures will be put in effect to safeguard the health and wellbeing of the Child Nutrition program participants and staff.

Sincerely,

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_