

REQUEST FOR PROPOSAL

ALLAMAKEE COMMUNITY SCHOOL DISTRICT



Allamakee Community School District

Milk RFP #2022

It is the policy of the Allamakee Community School District (ACSD) not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. Nor in any of the CTE programs offered (Business, Agriculture, Information Services, Applied Sciences, Health Sciences, and Human Services) There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact the district's Equity Coordinator: Luke Steege, Equity Coordinator 563-568-3409 or lsteege@allamakee.k12.ia.us Allamakee Community School District, 1059 3rd Ave. NW, Waukon, Iowa.

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from qualified suppliers (herein after referred to as “bidder” or “vendor”) for milk for the Allamakee Community School District for the 2022-2023 school year.

The Allamakee Community School District (ACSD) intends to award a fixed price with economic adjustment contract to the most responsive and responsible vendor whose response conforms to meeting the minimum requirements of the proposal in accordance to the terms and conditions as stated in this RFP. The bidder will submit a fluctuating bid based upon the May 1, 2022 Federal Milk Market Order #32. It is understood that should the Federal Milk Market Order #32 price increase or decrease that the prices for the specified products will increase or decrease accordingly. The estimated annual cost of this solicitation is \$65,000.

II. ADMINISTRATIVE INFORMATION

A. ISSUING OFFICER

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

Jess Keenan, Issuing Officer
1059 3rd Ave NW
Waukon, IA 52172
Email: jakeenan@allamakee.k12.ia.us
Fax: 563-568-2677

B. PROCUREMENT TIMETABLE

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

Event	Date/Time
Deadline for submission of vendor questions to the Issuing Officer (Questions will be answered within 1-3 days of submission)	Friday, April 29, 2022 at 1:00 PM
Due date for proposals	Tuesday, May 10, 2022 at 1:00
Notice to Award	Tuesday, May 17, 2022

C. RESERVATION OF RIGHTS

The ACSD Board of Education reserves the following rights:

1. To reject any or all proposals, in whole or in part, received in response to this RFP, and at its discretion, may withdraw or amend the RFP at any time prior to the execution of a written contract. Issuance of the RFP in no way constitutes a commitment by ACSD to award a contract.
2. To waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve a vendor's competitive position.
3. To contact a vendor for the purpose of clarifying price/package information to ensure mutual understanding. ACSD will not consider information if the information materially changes the RFP the vendor submitted to ACSD. Failure to comply with requests for additional information may result in rejection of the RFP as non-responsive; and
4. To re-award the solicitation to another vendor in the event the awarded contractor defaults in executing the formal agreement.

D. PUBLIC DISCLOSURE OF RFP CONTENTS

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

Any request for confidential treatment of information must be included with the vendor's proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and must explain why disclosure is not in the best interest of the public. The request must include: the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by ACSD concerning the confidential status of the materials. An entire RFP cannot be marked confidential. Only those sections that meet the criteria in Iowa Chapter 22 or other applicable laws for confidentiality may be marked and treated as confidential information.

E. REGULATIONS

All vendors submitting an RFP, agree to comply with all required contract provisions identified in Child Nutrition Program procurement regulations for those programs operated (7 CFR Parts 210, 215, 220, 225, 226, as applicable), USDA Foods (7 CFR Part 250), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), respectively.

III. VENDOR RESPONSIBILITIES

A. REQUIREMENTS

ACSD is looking for a Milk Vendor to provide milk products listed in this RFP. If the vendor is unable to provide milk products as specified to ACSD, the vendor must briefly define what can and cannot be provided including the reason. ACSD will determine if the request is accepted. If the request is denied, the vendor RFP may be rejected.

In case of default by the awarded contractor, ACSD, after due notice, may procure the necessary milk and milk products, as specified from other sources and hold the awarded contractor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies). Continuous documented instances of noncompliance with contract terms and conditions may result in termination of the contract.

The vendor will provide names and contact information of two (2) references of SFA customers of similar size.

B. BUSINESS ETHICS

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

The vendor shall comply with any reasonable requests for information. The vendor shall not include, without prior approval; ACSD's name in a published list of customers. The vendor agrees not to publish or cite in any form any comments or quotes from ACSD without prior approval. The vendor agrees not to refer to the contract award in commercial advertising in such manner as to state or imply that the vendor products or services provided are in any way endorsed or preferred by ACSD. The vendor must note any and all matters that might constitute a conflict of interest, real or apparent.

IV. INTRUCTIONS FOR PROPOSAL

A. COMPLIANCE WITH RFP

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

B. SUBMISSION FORMAT

Bidders must submit the following by Tuesday, May 10, 2022 at 1:00 PM via postal mail to the address listed below:

- a. Proposal Cover Sheet
- b. Milk Pricing Table
- c. Suspension and Debarment Certification
- d. Certification Regarding Food Laws

Allamakee Community School District
1059 3rd Ave NW
Waukon, IA 52172

"ACSD Milk RFP # 2022" should be clearly marked on the outside of the sealed envelope. It is the sole responsibility of the vendor to ensure their responses arrive in a timely manner. Late arrivals will be rejected. ACSD is not responsible for delays of any commercial carrier or delays incurred by the vendor. Telephone or Faxed Proposals will not be considered. Signatures on the proposals must be executed by a representative duly authorized by the vendor to make a contract.

C. PROPOSAL EVALUATION

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

Proposals will be evaluated using the following evaluation criteria, based on a hundred (100) possible points. Factors without points assigned will not be used in computing the total score but will instead be used to determine completeness of the proposal and possible disqualification.

Requirements	
Signed Proposal Cover Sheet	Mandatory
Signed Pricing Table	Mandatory
Signed Suspension and Debarment Certification	Mandatory
Signed Certification Statement Regarding Food Laws	Mandatory
Technical Evaluation Criteria	Maximum Score
Product Availability	20 points
Vendor Qualifications and Experience from References	10 points
Delivery Schedule	10 points
Pricing Evaluation Criteria	
Total Extended Cost	60 points
Total Possible Score	100 points

D. NOTICE TO AWARD

ACSD will issue a Notice to Award letter to the selected vendor whose proposal is approved by the School Board of Education for award of a contract. The contract will be final when approved by the ACSD Board of Education.

E. CONTRACT PERIOD

The contract period will begin July 1, 2022 and continue for twelve (12) consecutive months ending June 30, 2023. The pricing submitted is considered valid for the Contract Period.

F. VENDOR RESPONSIBILITY

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

The Bidder shall be responsible for all licenses, fees, and permits required for the performance of the contract resulting from this RFP. All work to be performed under this contract shall be provided at days and times mutually agreed upon by the vendor and ACSD.

G. INSURANCE

The vendor awarded the contract shall maintain all necessary and proper insurance for the duration of the work to be performed (see ACSD Contractors & Vendors Minimum Insurance Required at end of RFP). Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to ACSD. The awarded vendor shall meet the statutory requirements of the State of Iowa for workers' compensation coverage and employer's liability insurance.

H. FOOD RECALL

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

I. SUBSTITUTIONS

All substitutions require the prior approval of the ACSD Food Service Director or designated authority. If awarded contractor is temporarily out of stock of a particular item, an equal or superior item may be delivered.

In the event of significant price escalation, ACSD, at its sole discretion, may discontinue purchase of an item.

J. FORCE MAJEURE

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

V. FEDERAL TERMS AND CONDITIONS

A. CONTRACT TERMINATION

Except as otherwise provided within this RFP and per Child Nutrition Program procurement regulations, the resulting contract may be terminated in whole, or in part, by either ACSD or the vendor for any reason including in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party; provided that: (1) a written notification of intent to terminate is given at least thirty (30) days prior to the effective date of such action and (2) the party terminating the contract provides the party to be terminated a reasonable opportunity to rectify the defects in products or performance, prior to termination.

B. BUY AMERICAN

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

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

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

To be considered for an alternative or exception, the request must be submitted to the ACSD Food Service Director, a minimum of 30 days in advance of delivery. The request must include:

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

C. EQUAL EMPLOYMENT OPPORTUNITY

By submitting a response to the request for price quotations, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provision of Executive Order 11246; Executive Order 11375, and 40 CFR part 61. To comply the vendor will:

1. Provide equal opportunity to all qualified persons to prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
3. Employ and treat employees fairly during employment, which shall include, but is not limited to the following: upgrading, demoting, or transferring, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

D. TARGETED SMALL BUSINESS CERTIFICATION

Businesses owned, operated, and managed by women, minority persons, and individuals with disabilities or service-connected to disabled veterans are encouraged to respond to the solicitation. Vendor should attach a copy of the Targeted Small Business (TSB) certification issued by the Iowa Department of Economic Development.

E. TERMINATION FOR CAUSE

ACSD or the selected vendor may terminate the contract in whole, or in part, for any reason. The reasons may include but are not limited to:

1. Failure by one party to fulfill its obligations under the contract through no fault of the terminating party. The terminating party will provide a reasonable opportunity to rectify the issues identified in product or service performance prior to termination.
2. In the event that no funds or insufficient funds are appropriated and budgeted for payments due to the vendor. ACSD shall notify the vendor of such occurrence as soon as ACSD'S designated individual is notified of insufficient funds by the ACSD administration.

F. TERMINATION FOR CONVENIENCE

ACSD may terminate the contract prior to the expiration of the agreed upon contract duration or school year, without cause and without penalty. ACSD will provide thirty (30) days written notification to the selected vendor.

PROPOSAL COVER SHEET

BIDDER CONTACT INFO

Company Name	
Contact Person (Name/Title)	
Company Address	
Direct Telephone	
Email Address	

REFERENCES (PLEASE INCLUDE 2)

Company Name		
Contact Person (Name/Title)		
Direct Telephone		
Email Address		

I, the undersigned, certify that the contents of this proposal submitted on behalf of the bidder in response to ACSD Milk Request for Proposal # 2022, are true and accurate. I accept all of the terms and conditions of RFP # 2022.

I also certify that this proposal is not affected by, contingent on, or dependent on any other agreements, conditions or requests with ACSD. Also, that this Proposal is genuine and not collusive; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person to submit a collusive bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person to fix the bid price of the bidder or of any other Bidder; and that all statements in this Proposal are true and that the individual(s) executing this Proposal has the authority to execute this Proposal on behalf of the bidder.

Authorized Name/Title: _____

Authorized Signature: _____ Date: _____

MILK PRICING TABLE

ITEM DESCRIPTION	UNIT	QUANTITY-ESTIMATED ANNUAL USAGE	UNIT PRICING	EXTENDED COSTS (QTY X UNIT PRICING)
Milk, 1%, Unflavored	Half Pint (8 fl oz) in Carton	83,000		
Milk, Skim Chocolate	Half Pint (8 fl oz) in Carton	180,000		
			TOTAL EXTENDED COST (BOTTOM LINE):	

Federal Milk Market Order #32 Price as of May 1, 2022: _____

Delivery Frequency: _____

Are Milk Coolers Furnished & Maintained by Vendor? _____

Additional Comments:

Authorized Name/Title: _____

Authorized Signature: _____ Date: _____

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Vendor Organization Name: _____

Vendor Authorized Representative: _____

Signature: _____

INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING FOOD LAWS

By submission of a proposal in response to the ACSD Milk RFP #2022, the undersigned certifies the following:

1. The vendor has a Hazard Analysis Critical Control Point (HACCP) and Food Defense Plan on file. At a minimum, this plan includes, but are not limited to:
 - i. Having a product traceability system in place from receipt to delivery to designated delivery site.
 - ii. Documentation of conducting a mock recall for product once per year.
2. The vendor will provide ACSD representatives 24/7 accessibility in the event of a USDA Recall. Indicate the vendor authorized staff and back-up staff name and contact information.

Vendor Authorized Staff Name & Contact Info:

Vendor Back-Up Staff Name & Contact Info:

3. The vendor has a public notification capability on their website to provide updates on USDA Food Recall information or the vendor will provide a communication plan to the school district for food recall with these proposal documents.

Authorized Name/Title: _____

Authorized Signature: _____ Date: _____

ACSD DELIVERY INFORMATION

Delivery Locations	Waukon Middle School 1059 3 rd Ave NW Waukon, IA 52172	East Elementary 107 6 th St NW Waukon, IA 52172	West Elementary 953 3 rd Ave NW Waukon, IA 52172
Delivery Frequency	2 times per week	1 time per week	2 times per week
Preferred Days of the week	Monday & Thursday	Thursday	Monday & Thursday
School Contact for Ordering	Jess Keenan 563-217-3870	Jess Keenan 563-217-3870	Jess Keenan 563-217-3870
School Contact for Billing	Kay Gavin 563-217-3870	Kay Gavin 563-217-3870	Kay Gavin 563-217-3870

ACSD Contractors & Vendors Minimum Insurance Required

Commercial General Liability

\$2,000,000 Each Occurrence
\$2,000,000 Personal & Advertising Injury
\$4,000,000 Products & Completed Operations
\$4,000,000 General Aggregate
\$ 500,000 Damage to Rented Premise
\$ 5,000 Medical Payments

Additional Insured to Allamakee Community School District – on a primary and non-contributory basis
Waiver of Subrogation against Allamakee Community School District
30 Day Notice of Cancellation provision
State in the Description of Operations section of the Certificate the GL Class Codes that apply to your business and describe the operations you will be performing for Allamakee Community School District.

Commercial or Business Auto Liability

\$2,000,000 Combined Single Limit
\$2,000,000 Hired, Borrowed and Non-Owned Auto Liability

Additional Insured to Allamakee Community School District on primary and non-contributory basis
Waiver of Subrogation against Allamakee Community School District
Auto Liability Symbol must be 1 or 7,8 and 9
Must Include Hired, Borrowed and Non-Owned Auto coverage
30 Day Notice of Cancellation provision

Workers Compensation

\$500,000 Bodily Injury Each Accident
\$500,000 Bodily Injury Each Disease
\$500,000 Bodily Injury Disease – Policy Limit

Waiver of Subrogation against Allamakee Community School District
30 Day Notice of Cancellation Provision
Any sole proprietor, partner, executive officers or members who exclude themselves from their workers compensation coverage must be shown/named on the Certificate of Insurance in the Description of Operations/Additional Remarks section and provide a copy of the Exclusion form signed and filed online with the Iowa Workers Compensation Division registry.

Certificate Holder shall read

Allamakee Community School District
Attention Jaime Curtin, Business Manager
1059 3rd Ave NW, Waukon IA 52172