

SFA REQUEST FOR PROPOSALS (RFP)

BREAD VENDOR - SCHOOL FOOD

Ankeny Community School SFA
306 SW School St., Ankeny, Iowa 50023

Southeast Polk Community School SFA
8325 NE University, Pleasant Hill, Iowa 50327

Saydel Community School SFA
5740 NE 14th St., Des Moines, Iowa 50313

Waukee Community School SFA
560 SE University Ave, Waukee, IA 50263

Waukee CSD, Ankeny CSD, Saydel CSD & Southeast Polk CSD, hereinafter will be designated as the SFA (School Food Authority), is requesting bids for Bread and Bread products for the National School Breakfast & Lunch Program for 2025-2026 school year with the potential to renew for 4 additional years.

Please fill in bid prices and pack sizes of the products listed on the following pages. If package size varies from request, please note. Please submit all proposal material electronically through email to the following addresses:

Proposals will be due before 10:00 am on Thursday, May 15, 2025. The successful proposal will be awarded at the June School Board meetings.

The SFA will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified. No formal bid opening will take place.

The SFA will not assume the responsibility for any delay as a result of failure of the mail to deliver proposals on time.

If you choose NOT to submit a proposal, please complete the last sheet of this RFP and email no later than Thursday, May 15, 2025 by 10:00am. Bids must be delivered to the Vince Meyer Learning Center- Operations Department, 430 Ashworth Drive, Waukee, IA 50263. Note the Operations Department is on the West side of the building; entrance and parking is on 5th and Cherry Streets.

SUBMITTED BY:

Name (Please Print or Type)

Signature of Quotation Manager

Name of Company

Address

City State Zip

()
Area Code – Phone Number

The SFA reserves the right to accept or reject all or parts of all submitted bids from items described in this quotation and/or bid. The SFA further reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service or products.

Proposal prices are firm. The prices need to be good for 1 year. Bid will be awarded based on the evaluation criteria listed below. Each school SFA reserves the right to extend the contract for an additional 4 years beyond the 2025-2026 school year with the successful bidder. Mutually agreed upon pricing terms and conditions will apply for succeeding years. A decision by the school SFA and supplier to extend the bid contract or not will be made by June 1st for the following year.

Cost of Preparing Proposal: Vendors are responsible for the costs of preparing and submitting the proposal and possible presentations. Materials submitted as part of the Vendor proposal will become the property of the SFA unless otherwise noted.

Correction of Mistakes: Do not erase, correct, or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Vendor shall initial each correction. Failure to comply with the requirements may cause your proposal to be disqualified. No proposals shall be altered or amended after the specified time for opening.

Errors/Omissions/Withdrawal of Proposal: Vendors must check price quotations for mathematical and typographical errors before submittal. All corrections must be initiated. Failure to comply may result in disqualification of the proposal. A proposal may be withdrawn after the time and date designated for receiving proposals if clear and convincing sworn, written evidence of obvious mechanical, clerical, or mathematical error is furnished by the Vendor within 48 hours of proposal opening.

Negligence on the part of the Vendor in preparing proposal confers no right of withdrawal or modification of proposal after proposals have been opened.

Ankeny Community School SFA Profile	
Approximate school enrollment (see Delivery in Section III for site details)	12,500
Estimated amount of annual bread purchases	\$65,000
Nutrition Director	Scott Litchfield, scott.litchfeld@ankenyschools.org , 515-965-9604 X-55007
Billing Contact	LeeAnna Vigor, leeanna.vigor@ankenyschools.org , 515-965-9604 X-50811
District Billing Information	Marcia Squier, Accounts Payable, marcia.squier@ankenyschools.org , 515-965-9604

Saydel Community School SFA Profile	
Approximate school enrollment (see Delivery in Section III for site details)	1,400
Estimated amount of annual bread purchases	\$6,500
Nutrition Director	Eric Green, greeneric@saydel.net , 515-491-6132
Billing Contact	Michelle Baack, accountspayable@saydel.net , 515-264-0866
District Billing Information	Michelle Baack, accountspayable@saydel.net , 515-264-0866

Southeast Polk Community School SFA Profile	
Approximate school enrollment (see Delivery in Section III for site details)	7,500
Estimated amount of annual bread purchases	\$35,000
Nutrition Director	Sara Salvini, sara.salvini@southeastpolk.org , 515-957-3431
Billing Contact	Brandy Jankowski, brandalyn.jankowski@southeastpolk.org , 515-957-3432
District Billing Information	Denise Hiller, Accounts Payable, denise.hiller@southeastpolk.org , 515-957-3416

Waukee Community School SFA Profile (WCSD)	
Approximate school enrollment (see Delivery in Section III for site details)	14,000
Estimated amount of annual bread purchases	\$70,000
Nutrition Director	Amy A'Hearn, aahearn@waukeeschools.org , 515-987-2719 ext 12710
Billing Contact	Alicia Chamberlain, Admin Assistant, achamberlain@waukeeschools.org , 515-987-2719
District Billing Information	Rachel Jorgensen, Accounts Payable, rjorgensen@waukeeschools.org , 515-987-6161 ext 12307

Calendar of Events

The scheduled dates and times by which actions will be completed and, where applicable, locations are listed in the following chart. Times are local time at the Participating SFA.

Calendar of Events	
Action	Date/Time and Location if applicable
RFP released	4/25/25
Proposal due date and opening	5/15/25 Proposals are due before 10:00 am CDT by email to addresses list above
Intent to Award	5/23/25
Board approval and contract award	School Board Approval in June

Contract Term: The initial awarded contract period shall be July 1, 2025 to June 30, 2026. This awarded contract may be renewed for up to four (4) additional one-year terms by mutual agreement of the SFA and selected Vendor.

Period of Performance:

Initial Year:	July 1, 2025 to June 30, 2026
Option Year 1:	July 1, 2026 to June 30, 2027
Option Year 2:	July 1, 2027 to June 30, 2028
Option Year 3:	July 1, 2028 to June 30, 2029
Option Year 4:	July 1, 2029 to June 30, 2030

Evaluation Criteria

The intent of the SFA is to select a Vendor determined to best fit the needs of the SFA. To aid in this process, ratings will be assigned for each proposal within the weighted evaluation criteria described below. Items without points assigned will not be used in computing the score received but will instead be used as a basis for possible disqualification. Total points for each proposal will be accumulated and proposals will be ranked based on the total number of points received. However, rankings will serve only to assist the SFA in its individual selection of a Vendor. Each SFA will evaluate proposals based on the following criteria. The maximum possible score for each criteria is shown.

Each SFA will select the Vendor that best meets their needs based on the following criteria. SFAs may choose to award to different Vendors. Vendors are encouraged to submit a bid for all SFAs they can meet product and service needs. Choosing not to bid a SFA will not disqualify a Vendor.

Criteria	Percentage (weight)	Points Awarded
Overall Price Firm fee	1st 50 points 2nd 40 points 3rd 30 points All other receive zero points	
Completeness of product line (only items highlighted in BLUE will be taken into account for completeness. This may be different for each district.) and adherence to requirements to be considered, listed below.	1st 20 points 2nd 10 points 3rd 5 points All other receive zero points	
Computer capabilities, including operational reports, nutritional analysis, inventory capabilities and online ordering/reporting. If you have all of these capabilities, you will receive 15 points.	15 points	
References: Provide three references from Iowa Schools who you have worked with. Overall score will determine category points.	1st 10 points 2nd 5 points 3rd 2 points All other receive zero points	
Ability to meet delivery characteristics described by Participating SFAs.	5 points	
Total Points (Total possible points = 100)	100 points	

Proposal Selection

Final selection will be based upon a comprehensive review and analysis of all proposal documentation. Contract award is contingent upon the SFA and Vendor reaching mutually agreeable terms. The SFA reserves the right to select the Vendor that they determine, in their sole discretion, is most advantageous to our program based on price and other factors, and is otherwise in their best interests. Other Vendors that have submitted proposals will be notified when a Contract has been awarded.

The SFA reserves the right to:

- A) Waive any irregularities or informalities in proposals;
- B) In the best interests of the SFA, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary issue a new RFP or take other action as the SFA deems appropriate.

Bidder's Worksheet (Attachment A: Excel Spreadsheet)

Please submit a bid for the attached bread products listed. The quantities listed are not guaranteed amounts. The quantities are based on the past year quantities and future growth. Items without usage are items we currently either use and purchase from our Prime Vendor OR items we are interested in considering if available.

Product descriptions are listed as well as specified desire for the Bread Grain equivalent to be. Products must be 51% whole grain rich unless specified. We recognize that not all companies produce the same items and the same size, which is why column D is required and column G can be changed but highlighted in green. Please complete all open columns with full details. A Vendor will NOT be penalized for not bidding all items. Only items highlighted in BLUE will be taken into consideration for completeness of bid. Note highlighted items may be different for each district.

Product requirements to be considered:

All products shall be:

1. At least 51% whole grain
2. Uniform in shape and thickness of slice/item
3. Wrapped airtight to protect freshness
4. Dated for product freshness and use by date.
5. Substitutions- SFA, provided prompt ordering, Vendor will fulfill 95% of orders without shortages, outages, or substitutions. Substitutions should be labeled clearly as such on each invoice with a separate item code. If the Vendor is temporarily out of stock or short on a particular item, an equal or superior product may be delivered at an equal or lower price with prior approval by the SFA not less than twenty-four (24) hours prior to scheduled delivery. Substitutions at higher prices may be made only upon prior approval of the SFA.
6. Allergens- All products must be peanut and tree nut free. Must be produced in a peanut and tree nut free facility. Labels must clearly identify accurate allergen information. Please complete Attachment I related to allergen information.

Delivery shall be:

1. According to items and quantities ordered.
2. Provided to the designated area in each school.
3. Completed in all buildings prior to 9:00 a.m.
4. On clean, sanitary trays. Mobile racks will be supplied by the bakery free of charge. Empty trays shall be picked up at the time of delivery.
5. Accompanied by a legible delivery receipt.
6. Made to each site below:

Waukee Community School SFA		
School Site	Address	Delivery Frequency
Brookview Elementary	8000 EP True Pkwy, West Des Moines, IA 50266	1 time/week
Eason Elementary	605 SE Boone Dr, Waukee, IA 50263	1 time/week
Grant Ragan Elementary	645 NE Dartmoor Dr, Waukee, IA 50263	1 time/week
Maple Grove Elementary	1455 98th St, West Des Moines, IA 50266	1 time/week
Radiant Elementary	5050 170th St., Urbandale, IA 50323	1 time/week
Sugar Creek Elementary	965 Ashworth Rd, Waukee, IA 50263	1 time/week
Shuler Elementary	16400 Douglas Pkwy, Clive, IA 50325	1 time/week
Walnut Hills Elementary	4240 NW 156th St, Urbandale, IA 50323	1 time/week
Waterford Elementary	5635 156th St, Urbandale, IA 50111	1 time/week
Waukee Elementary	850 6th St, Waukee, IA 50263	1 time/week
Woodland Hills Elementary	1120 95th St., West Des Moines, IA 50266	1 time/week
South Middle School	2350 SE LA Grant Pkwy, Waukee, IA 50263	1 time/week
Timberline Middle School	2605 SE LA Grant Pkwy, Waukee, IA 50263	1 time/week
Waukee Middle School	905 S Warrior Lane, Waukee, IA 50263	1 time/week
North Middle School	1235 NW Douglas Pkwy, Waukee, IA 50263	1 time/week
Prairieview School	6655 SE University Ave, Waukee, IA 50263	1 time/week
Trailridge School	1455 NW Douglas Pkwy, Waukee, IA 50263	1 time/week
Waukee High School	555 SE University Ave, Waukee, IA 50263	1 time/week
Northwest High School	655 NW 10th Street, Waukee, IA 50263	1 time/week

Southeast Polk Community School SFA		
School Site	Address	Delivery Frequency
Altoona Elementary	301 6th Street SW Altoona, IA 50009	1 time/week
Centennial Elementary	910 7th Avenue S Altoona, IA 50009	1 time/week
Clay Elementary	3200 1st Avenue S Altoona, IA 50009	1 time/week
Delaware Elementary	4401 E 46th Street Des Moines, IA 50317	1 time/week
Four Mile Elementary	670 SE 68th Street Pleasant Hill, IA 50327	1 time/week
Mitchellville Elementary	308 Elm Avenue NW Mitchellville, IA 50169	1 time/week
Runnells Elementary	6575 SE 116th Street Runnells, IA 50237	1 time/week
Willowbrook Elementary	300 17th Avenue SW Altoona, IA 50009	1 time/week
Spring Creek - SFA Office	8031 NE University Ave Pleasant Hill, IA 50327	1 time/week
Junior High	8325 NE University Pleasant Hill, IA	1 time/week
SEP High School	7945 NE University Ave Pleasant Hill, IA 50327	1 time/week
SEP Middle School	501 Falcon Drive Altoona, IA 50009	1 time/week

Saydel Community School SFA		
School Site	Address	Delivery Frequency
Saydel High School	5601 NE 7th Street Des Moines, IA 50313	1 time/week
Woodside Middle School	5810 NE 14th Street Des Moines, IA 50313	1 time/week
Cornell Elementary	5817 NE 3rd Street Des Moines, IA 50313	1 time/week

Ankeny Community School SFA		
School Site	Address	Delivery Frequency
Ankeny High School	1155 SW Cherry Street Ankeny, IA 50023	1 time/week
Ankeny Centennial	2220 NW State Street Ankeny, IA 50023	1 time/week
Southview Middle School	1020 SW Cherry Street Ankeny, IA 50023	1 time/week
Northview Middle School	1302 N. Ankeny Blvd. Ankeny, IA 50023	1 time/week
Prairie Ridge Middle School	1010 NW Prairie Ridge Drive Ankeny, IA 50023	1 time/week
Parkview Middle School	105 NW Pleasant Street Ankeny, IA 50023	1 time/week
Abbie Grove Elementary	5001 NW 18th St. Ankeny, IA 50023	1 time/week
Ashland Ridge Elementary	2600 NW Ash Drive Ankeny, IA 50023	1 time/week
Crocker Elementary	2910 SW Applewood Street Ankeny, IA 50023	1 time/week
East Elementary	710 SE Third Street Ankeny, IA 50021	1 time/week
Heritage Elementary	301 SW Prairie Trail Parkway Ankeny, IA 50023	1 time/week
Northeast Elementary	1705 NE Trilein Drive Ankeny, IA 50021	1 time/week
Northwest Elementary	1202 W. First Street Ankeny, IA 50023	1 time/week
Prairie Trail Elementary	1850 College Avenue Ankeny, IA 50023	1 time/week
Rock Creek Elementary	3800 NW Abilene Road Ankeny, IA 50023	1 time/week
Southeast Elementary	1005 SE Trilein Drive Ankeny, IA 50021	1 time/week
Westwood Elementary	2920 NW Ninth Street Ankeny, IA 50023	1 time/week

Additional Requirements:

1. Orders for Bread products will be placed by each Kitchen Supervisor. Online ordering is preferred.
2. Emergency deliveries are available on short notice
3. After the last delivery of each month, an itemized monthly statement with a breakdown by delivery location and items delivered shall be sent to
 - a. Waukee: Alicia Chamberlain, Nutrition Services Administrative Assistant at achamberlain@waukeeschools.org
 - b. Southeast Polk: Brandy Jankowski, Nutrition Services Administrative Assistant at brandalyn.jankowski@southeastpolk.org
 - c. Saydel: Accounts Payable, accountspayable@saydel.net

- d. Ankeny: LeeAnna Vigor, Nutrition Assistant at leeanna.vigor@ankenyschools.org
4. Ability to provide a year-end summary of all products purchased as well as usage reports upon request.
 5. Provide a copy of the company's food safety/HACCP plan.
 6. Please identify contact person(s), address, and telephone numbers for billing questions, product questions, and delivery problems. _____
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7. Include copies of nutritional information and signed/certified grain equivalent crediting information for all products bid. Please clearly label product sheets with name and item number.
 8. Please complete Bidders Worksheet, Attachment A (Excel file)
 9. Please sign and return with bid attachments B, C, D, E, F, G, H, I, J, K, & L
 10. Provide a narrative to address all items in the Product Requirements, Delivery Requirements and Additional Requirements sections.
 11. Submit one 4 paper copies and 4 digital flash drives (1 original copy & 3 additional copies). The original copy needs to contain original signatures and must be marked "Original." Submit the completed electronic Product List in Excel format on one (4) travel drives.
 12. Mark the envelope "Food Service – Bread Vendor Proposal".
 13. Submit samples of all product skus labeled with original bid.

Additional Procurement & Contract Terms:

SFA reserves the right, in their sole discretion, to decide not to utilize the services of any selected firm or to terminate the selection without cause and without penalty and the selection of a firm does not assure that any services will ultimately be requested.

Administration of the School Meal Programs: The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Iowa Department of Education, Bureau of Nutrition and Health Services.

Statutory and Regulatory Authority: Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act (NSLA) and the Child Nutrition Act (CNA) of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

SFA must comply with the requirements "passed down" to it from Congress, Office of Management and Budget (OMB), USDA, and the DPI, regulatory authority found, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP)
- 7 CFR Part 215 Special Milk Program for Children (SMP)
- 7 CFR Part 220 School Breakfast Program (SBP);
- 7 CFR Part 225 Summer Food Service Program (SFSP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced-price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program
- 7 CFR Part 3016 and/or Part 3019; when applicable
- 7 CFR Part 3052 Audit Requirements
- USDA and DPI program regulations guidance and instructions
- State law, regulations, and policies that are not in conflict with federal requirements
- Local law, regulations, and policies that are not in conflict with federal requirements

The SFA as a local agency administering the school meal programs has the legal authority to operate the school meals programs in one or more schools within its SFA.

Federal Procurement Requirements All vendors submitting a response agree to comply with government-wide and USDA Child Nutrition program specific procurement requirements for programs the School Food Authority (SFA) operates. The applicable regulations are Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200 and Appendix II to 2 CFR 200 and *insert* NSLP 7 CFR 210.21, SBP 7 CFR 220.16, SMP 7 CFR 215.14a, SFSP 7 CFR 225.17, CACFP 7 CFR 226.22, FDP 7 CFR 250, *as applicable*)

Buy American Provision 7 CFR 210.21(f), 215.4(d), & 220.16(e): This School Food Authority (SFA) participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. Section 12(n) of the National School Lunch Act (NSLA) defines “domestic commodity or product” as an agricultural commodity that is produced in the United States (U.S.) and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. “Substantially” means over 51% of the final processed product (by weight or volume) must consist of domestic agricultural commodities. This means that unprocessed, agricultural commodities must be domestic. Processed food must be processed domestically and must contain agricultural food that is over 51 percent domestically grown, by weight or volume as provided in the specifications.

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

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

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

- The product is listed on the Federal Acquisitions Regulations Non-available articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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

1. To be considered for an alternative or exception, the request must be submitted in writing to the appropriate SFA. Waukee Schools: Amy A’Hearn, Director of Nutrition Service. Southeast Polk Schools: Sara Salvini, Director of Food & Nutrition Services. Ankeny Community School District: Scott Litchfield, Nutrition Services Director. Saydel Schools: Eric Green, Food Service Supervisor, a minimum of one (1) week or 7 days in advance of delivery. The request must include:
 1. Identifying an alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned business, and labor surplus area firms

1. When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
2. Such consideration means:
 - a. These business types are included on solicitation lists;
 - b. These business types are solicited whenever they are deemed eligible as potential sources;
 - c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring a contractor under a Federal award to apply this section to subcontracts.

Targeted Small Business Certification Small businesses, businesses owned, operated, and managed by women, minority persons, veteran-owned 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.

Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), 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."

By submitting a response to the request, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provision of Executive Order 11246; Executive Order 11375, and 41 CFR part 60. To comply, the vendor will:

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

Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

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.

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

Employee Conduct: Awarded Vendor is responsible for their employees while on SFA property.

1. Awarded Vendor’s personnel that are not in an identifiable uniform must provide Contractor identification preferably with a photo upon request.
2. Awarded Vendor’s personnel are to present a professional appearance at all times. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the SFA facilities.
3. Awarded Vendor’s personnel are forbidden to consume alcohol, use tobacco, possess/use controlled substances, or possess weapons/firearms when on school SFA property.
4. Awarded Vendor acknowledges that it shall not fulfill this contract in any part by use of a person who is barred by any state, local, or federal law from being on school SFA property at any time.
5. Awarded Vendor will provide competent supervision of employees.
6. Awarded Vendor will take precautions necessary to protect persons or property against injury that may occur as a result of fault or negligence of their employee.
7. Awarded Vendor will perform work without unnecessarily interfering with school SFA activities.
8. Awarded Vendor will be responsible for any and all damage or injury to existing facilities and equipment and property or persons caused by Selected Contractor’s employee

Force Majeure: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

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

Reports: The contract supplier shall be required to submit product usage reports to the SFA monthly, and as requested. Reports should be provided listing products by descending dollars spent or descending number of items purchased as SFA requests.

The contractor agrees to retain all books, records, invoices and records pertinent to this contract for three years after the SFA makes final payments and all other pending matters are closed. The SFA, its authorized agents, the State Agency, or

USDA shall have full access and right to examine any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

Retention of Records: The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. If an investigation or audit is in progress, records shall be maintained until stated matter is closed. The SFA, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period.

Audit: At any time during the term of this contract, the contractor's or any subcontractor's books and records shall be subject to audit by the school SFA, state, or Federal Government to the extent that the books and records relate to the performance of the contractor or subcontractor.

Payments: SFA pays bills only after approval from the Board of Education, which meets monthly

Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of the SFA Director of Food Service or his/her designee.

Criminal background checks must be conducted on any personnel accessing school SFA property. No one with a history of child abuse or sexual assault will be allowed to access any school property. Attachment C must be signed verifying that all personnel meet this standard and should be included with your bid.

Vendor Experience: Vendor must have a minimum of five (5) years of experience in the food business and must maintain a current business license from the State of Iowa. Vendors shall provide documentation of applicable license, certification, and/or commercial experience upon request. Provide information on any litigation, arbitration, mediation, administrative proceeding, or like matters related to their business activities in which they are currently a party or in which they were a party within the last 5 years.

Business Ethics: Vendor must have a high degree of integrity and business ethics, and a satisfactory record of performances, and must not have been notified by any local, State or Federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in a Contract. Vendor will comply with any reasonable requests to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

Prohibition Against Conflicts of Interests, Gratuities and Kickbacks: "Any employee or any official of the school SFA, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school SFA shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

Conflict of Interest: Vendor must note any and all relationships/suspected matters that might be conflicts of interest, which would disqualify Vendor from participating in this BID or receiving any award related to this BID. Vendor's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this Proposal any such matters which do exist is a material breach of Contract which would void the submitted Proposal or any resulting Contracts, and subject selected Vendor(s) to removal from all procurement lists and possible criminal prosecution.

Code of Ethics: Vendor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. Provide a copy when requested by a SFA.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Vendors should consult Executive Orders 12549 and 12689. For additional information, Vendors should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefit.

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

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

- a. The SFA reserve the right to request dock inspection reports/documentation including, but not limited to conduct on-site inspections of Vendor's facilities, delivery vehicles and records, at any time during the Contract period.
- b. Temperature logs will be available for review, at any time during the Contract period.
- c. The warehouse and delivery vehicles must be clean, be free of insects and rodents, and be adequate for storing and delivering products (dry, chilled, and frozen).

Upon request from the SFA, Vendors shall provide:

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

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

Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the US Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service. Vendor will define their biosecurity policy and procedure.

State and Federally Required Contractual Provisions: Vendor must have obtained, and will continue to maintain during the entire term of this Contract, all permits, approvals or licenses necessary for lawful performance of its obligations under this Contract. In addition, Vendor is responsible to abide by all applicable Federal and State laws and policies of

the Iowa Department of Education and State and Local Boards of Education, as applicable, when providing services under this Contract, including but not limited to:

Labor and Civil Rights Laws – Vendor shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor’s performance of work under this Contract, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Civil Right Provision

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA and THE SFA parties are equal opportunity providers and employers.

It is the policy of the SFA not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7 and 216.9. If you have questions or grievances related to compliance with this policy by the SFA, please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th Street, Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>.

Drug Free Workplace Act: The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

Smoking – Vendor shall comply with all prohibitions on smoking in the SFA’s facilities and grounds pursuant to the Iowa Smoke Free Air Act and other applicable laws or policies.

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

Indemnity and Insurance

- a. The Selected Vendor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the SFA, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. The Selected Vendor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees. However, the Selected Vendor shall have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the SFA, its officers, its agents or its employees.
- b. The Selected Vendor shall, as a minimum, obtain and maintain during the entire period of performance of the awarded contract insurance provided by insurers authorized to transact business in Wisconsin, has and maintains at a minimum the following coverage placements:

- i. Worker's compensation and employee liability insurance – worker's compensation insurance limits as required by the Labor Code of the State of Wisconsin. The policy shall include a waiver of subrogation in favor of the SFA.
- ii. Comprehensive general liability/professional liability insurance – For standard contracts, minimum limits of \$1,000,000 per occurrence. The policy shall include a waiver of subrogation in favor of the SFA with an additional insured endorsement.
- iii. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract. The policy shall include a waiver of subrogation in favor of the SFA.
- iv. Excess liability insurance – the SFA reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance shall follow the same form and offer the same protections as employer's liability, general liability, and auto liability. It shall also be as broad as the underlying policies of liability. Limits of excess liability coverage will be established based on the size and scope of the contract project. Additional insured and/or waiver of subrogation endorsements will be required.
- c. The minimum insurance amounts specified in paragraph b shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then SFA shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Selected Vendor.
- d. The insurer's cost of providing the insured's a defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. If any of the Selected Vendor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the awarded contract or its license to do business in Wisconsin is revoked or expires, the Selected Vendor shall meet the requirements of the awarded contract.
- e. Certificates of insurance evidencing that the requirements of paragraph b have been met shall be furnished to SFA before work is commenced with respect to performance under the awarded contract. The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as SFA may require or approve, and with insurers approved by SFA. Provisions shall be made for thirty (30) day's advance written notice by mail to SFA of change in or cancellation of such insurance.
- f. In the event the Selected Vendor fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the awarded contract, SFA shall have the right to withhold any payments or partial payments required to be made under the awarded contract; and shall have the right to continue withholding any or all of said payments so long as the Selected Vendor has not complied with the requirements of this clause.

Competition: This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify the school food service director for the school SFA in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

Breach of Contract and Remedies: If Vendor fails to comply with any of the terms and conditions of this agreement; the SFA has the option to send the Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by the SFA of any rights or remedies for any breach by Vendor and the SFA expressly reserve all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which breach Vendor's warranty, wherever located. If the SFA or an authorized

agent or dealer must replace any product as a result of Vendor's breach, then the Vendor agrees to reimburse the SFA and/or agent for labor and costs incurred in performing such work.

In the event of nonconformity, non-delivery, partial delivery or late delivery, the SFA may, at its option, cancel the contract or place the products in the open market after due notice and recover from Vendor the anticipated difference between the market price at the time of replacement and the contract price.

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

Waiver: No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Right to Assurance: Whenever one party to this Contract, in good faith, has reason to question the other party's intent to perform in accordance with the terms and conditions of the Contract, the questioning party may demand that the other party provide written assurance of intent to perform. In the event a demand is made and no written assurance is given within five (5) days, the demanding party may treat the lack of response and subsequent failure as an anticipatory repudiation of the Contract.

Taxes: As applicable, the SFA will provide evidence of tax-exempt status upon request.

AWARD AND POST AWARD INFORMATION

Award: In accordance with each SFA's policies, if any or all parts of Vendor's Proposal are accepted by the SFA, the Board of Directors of each such party shall affix its signature on the *Proposal Certification and Contract Award* (Attachment B) and collectively this BID and Vendor's Proposal in response thereto shall become the Contract and shall represent the entire agreement between each SFA and Vendor. Please sign the *Proposal Certification and Contract Award* (Attachment B) and return with a proposal.

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

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

Amy A'Hearn, Director of Waukeel Nutrition Services
430 Ashworth Drive, Waukeel, IA 50263

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

Mutual Agreement Termination: With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination:

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

Termination for Convenience: The SFA party may terminate this Contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Vendor.

Final Payments: Upon any termination of the Contract, the SFA will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination. The Vendor shall submit all required reports and other information.

Other Provisions:

1. Any notice required or permitted by the Contract will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. Mail, postage prepaid, and addressed to the party at their administrative offices.
2. The Contract shall be governed exclusively by Iowa and federal law. Any litigation arising between the parties to the Contract related to the Contract shall be initiated and maintained only in the U.S. SFA Court for the Southern SFA of Iowa or the SFA Court for Polk County, Iowa.
3. The Contract will constitute a complete understanding of the parties with respect to the subject matter therein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, written or oral, relating thereto.
4. If any provision of the Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions shall remain in full force and effect.
5. The relationship between the parties to the Contract shall be that of independent contract. No joint venture, partnership, employment, or agency relationship shall exist between the parties to the Contract and neither party shall have the authority to create any obligations for the other, or to bind the other to any representation, statement, or document.

USDA Nondiscrimination Statement

Revised 2-15-23

All FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250-9410; or

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

This institution is an equal opportunity provider.

[Declaración de no discriminación del Departamento de Agricultura \(USDA\)](#)

Iowa Nondiscrimination 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, 6200 Park Ave Suite 100, Des Moines, IA 50321-1270; phone number 515-281-4121 or 1-800-457-4416; website: <https://icrc.iowa.gov/>.

ATTACHMENT B: CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY

U.S. Department of Agriculture

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 3017.5110, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principles 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 statement in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Organization Submitting Proposal

Project Name

Name and Title of Authorized Representative of Organization Submitting Proposal

Signature

Date

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to another remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at an time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms „covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by he 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,” with out modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it

knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant s not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C: CERTIFICATION REGARDING LOBBYING

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, or an employee of a Member of Congress 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, or an employee of a Member of congress 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Organization Submitting Proposal

Address of Organization Submitting Proposal

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

ATTACHMENT D:INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional SFA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional SFA, 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.
 - 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
 - c. Enter Last Name, First Name and Middle Initial (MI).
10. Certifying officials shall sign and date the form, print his/her name, title and telephone number.

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

ATTACHMENT D: DISCLOSURE OF LOBBYING ACTIVITIES STANDARD FORM –LLL

APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

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

ATTACHMENT E: Certificate of Compliance

I CERTIFY THAT THE BELOW-NAMED Vendor submitting a proposal in response to this RFP shall conduct criminal background checks on any employees or other personnel accessing SFA property, and that no personnel who do not meet the standards stated in the RFP will be allowed to access any SFA property. The Vendor further certifies that all employees are in compliance with the Sex Offender Registry Laws and Regulations who would be on or within 300 feet of the school's boundary, and that no employees who service an Iowa school SFA are sexual offenders whose conviction involved a sex offense against a minor. The Vendor by signing this certificate acknowledges and certifies that any contracted services provided resulting from the RFP shall comply with Iowa Code Section 692A.113.

Vendor Name _____

Print Name Title of Authorized Representative

_____ / ____ / ____

Signature Date

ATTACHMENT F: CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

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

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

3. My company has the following possible conflict of interest: _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

ATTACHMENT G: References

List three (3) customers with approximately the same volume as this contract including the customer name, address, phone number and contact person. List (1) customer with approximately the same volume who has discontinued a contract with you in the last (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

Reference #1

School Name: _____

School SFA Address: _____

Contact Name and Title: _____

Contact Phone Email: _____

Contact Phone Number: _____

Years of Service to SFA: _____

Reference #2

School Name: _____

School SFA Address: _____

Contact Name and Title: _____

Contact Phone Email: _____

Contact Phone Number: _____

Years of Service to SFA: _____

Reference #3

School Name: _____

School SFA Address: _____

Contact Name and Title: _____

Contact Phone Email: _____

Contact Phone Number: _____

Years of Service to SFA: _____

ATTACHMENT H: Assurance of Civil Rights Compliance

The Vendor 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 (including gender identity and sexual orientation), age, or disability, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

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

Signature of Vendor’s Authorized Representative: Title: _____

Company Name: _____

Date: _____

ATTACHMENT I: PROPOSAL CERTIFICATION AND CONTRACT AWARD

Proposal Certification: Vendor's failure to execute/sign Proposal prior to submittal may render Proposal non-responsive.

Organization Name (print)

Name and Title of Authorized Representative (print)

Address _____

City, State _____ ZIP _____

I certify by my signature below that the PRICES quoted in this Bid are correct and that the Bid conforms to all specifications and requirements outlined in the BID. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this BID, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting Contract. I further agree that any conflict between the terms and conditions of the BID and the company's Proposal documents will be resolved in favor of the BID, except as may be otherwise agreed to in writing by the company and the SFA.

Signature of Authorized Representative

Date

Email _____ Phone _____

Contract Award for Package(s):

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

By _____ Date _____
School Board President

ATTEST:

Superintendent of Schools/Food Service Director

ATTACHMENT J. Vendor Statement of No Bid

Due to limited number of Vendors for procuring bread

d, we are encouraged to seek out and request a STATEMENT OF NO BID in order to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive bidding. If your company does not intend to submit a bid, your submission of the STATEMENT OF NO BID will help us meet the requirement that we attempted to contact an adequate number of vendors to maintain competition and fairness in our procurement. We encourage all vendors who are willing and able to submit bids/proposals.

Please complete the form below electronically and email to: All parties listed below.

Please submit the STATEMENT OF NO BID, no later than May 15, 2025 at 10 am

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

We, the undersigned, do not intend to participate in Waukee Community School SFA's request for proposals in response to this solicitation for bread, for the following reasons:

- ☐ Unable to meet specifications; please specify: _____
- ☐ Do not provide delivery service to your location/area; please provide delivery location area: _____
- ☐ Unable to meet procurement requirement; please specify: _____
- ☐ Vendor does not offer this product
- ☐ Solicitation is too restrictive; please explain:

Signature of Vendor's Authorized Representative

Title

Date

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TELEPHONE: _____

EMAIL: _____

ATTACHMENT K. ALLERGEN INFORMATION (print additional sheets if necessary)

Directions: Clearly write product name and item code in first column. Place an X in all columns if the product contains allergen.

[illegible]

ATTACHMENT L. ALLERGEN INFORMATION- Made in a facility (print additional sheets if necessary)

Directions: Clearly write product name and item code in the first column. Place an X in all columns if the product is made in a facility that contains that allergen.

[illegible]