

**REQUEST FOR PROPOSALS
(RFP)
BREAD AND BAKERY PRODUCTS**

**Issued on April 24th 2026
by the following districts:**

Adel Desoto Minburn (ADM)

Grinnell

Indianola

Johnston

Marshalltown

Norwalk

Pella

Urbandale

West Des Moines

RFP Introduction

This solicitation is requesting sealed proposals from responsive and qualified distributors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the individual school districts listed in this RFP, hereinafter referred to as the School Food Authority (SFA), to award individual contracts to procure products from qualified bread distributors. Bread distributors are invited to submit proposals to provide bread and bakery products for each SFA. The participating districts have included a district profile sheet outlining the product needs for the individual district and an estimated usage on “Attachment A product sheets with estimated quantities. A bread distributor who submits a proposal in response to this solicitation will be hereinafter referred to as “Distributor” or “Vendor”.

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

Willow Kriegel RDN, SNS
Director of Nutrition Services
West Des Moines Community Schools
3550 Mills Civic Pkwy
West Des Moines IA 50265
515-633-5086
kriegelw@wdmcs.org

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.

The 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
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- 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 District 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 district.

Proposal Submission Deadline: Thursday May 14th 2026 by 1:00 P.M CST

Proposals will be accepted up to, and no proposal will be accepted after, the proposal submission deadline. Time is central standard time as indicated on the designated clock at the delivery location listed below. Proposals that arrive after the proposal submission deadline will not be considered. It is the responsibility of the Vendor to ensure that the proposal arrives at the required location by the proposal submission deadline. Submitted proposals shall remain valid for thirty (30) days from the proposal submission deadline.

If SFA determines there is a discrepancy in or omission from this solicitation prior to the proposal submission deadline, an addendum will be issued to all Vendors that have submitted proposals or Vendors that have requested a copy of the solicitation.

Submission can be made by mail, in person or email to the address below

West Des Moines Community Schools
Learning Resource Center
3550 Mills Civic Pkwy
West Des Moines IA 50265
Attn: Willow Kriegel
kriegelw@wdmcs.org

Hand carried and express mail proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 3:00 p.m. local time, Monday through Friday, excluding holidays observed by the SFA.

Submission of Proposals: Vendors may mail sealed proposals to the address above “*Deliver proposals to...*” by the proposal submission deadline. It is the Vendor’s responsibility to assure that its proposal is received by this deadline, no exceptions. Vendors may also request a confirmation receipt. Regardless of submission method, it is the responsibility of the Vendor to confirm and ensure that proposal was received by submission deadline. The SFA will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified. The SFA will not assume responsibility for any delay because of the mail or delivery of proposals by proposal deadline.

Proposal Documents: The district assumes no responsibility for errors or misinterpretations resulting from the use of complete or incomplete solicitation documents. It is the Vendor responsibility to use a complete set of proposal documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation **MUST** be used for proposal and must be signed by the Vendor. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

Proposal Requirements: Vendor will need to complete, sign, and return all attachments:

- ATTACHMENT A: DISTRIBUTOR PROPOSAL FORMS AND PROFILE SHEETS FOR EACH PARTICIPATING DISTRICT
- ATTACHMENT B: VENDOR CONTACT INFORMATION
- ATTACHMENT C: INDEPENDENT PRICE DETERMINATION CERTIFICATE
- ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT E: LOBBYING CERTIFICATION
- ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT G: ASSURANCE OF CIVIL RIGHTS COMPLIANCE

In addition to the attachments, Vendors will need to provide the following information described in *Additional Procurement and Contract Terms* section of this RFP:

- Section: *Additional Procurement and Contract Terms* subsection 1.7 *Food Recall*: Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with proposal.
- Section: *Additional Procurement and Contract Terms* subsection 1.8 *Biosecurity*: Distributor will define their biosecurity policy and procedures on a separate document to be submitted along with proposal.
- Section: *Additional Procurement and Contract Terms* subsection 1.16 *Indemnity and Insurance*: Distributor will provide SFA with certificates of insurance.
- Copy of the HACCP plan
- List of 3 references - k12 school districts of various sizes and not listed as part of this RFP preferred.
- Product nutrition information sheets for all items
- Narrative describing communication on shortages, delays in deliveries and price changes
- Buy American certification sheets for items claiming 51% domestically sourced and produced in the USA
- Targeted Small Business Certification issued by the Iowa Department of Economic Development

Cost of Preparing Proposal: Distributors are responsible for the costs of preparing and submitting the proposal and possible presentations. Materials submitted as part of the Distributor 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 initialed. Failure to comply may result in disqualification of 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.

Selected Distributor Compliance: If selected, the Vendor will need to comply with applicable requirements set forth in state and federal regulations including policy and instructions issued by the USDA. The applicable regulations are described in “Statutory and Regulatory Authority” section of this solicitation document.

Gratuities: Vendors are expressly advised that gratuities are not allowed. SFA employees may not accept any gift, service, honorarium, stipend, or fee; or use their position for private advantage or personal, financial, or material gain. The SFA will investigate reported violations. Vendors, whom the SFA finds to have violated these provisions, may be barred from doing business with the SFA; employees may be disciplined according to SFA policy.

Non-Collusion: By submission of the proposal, the Vendor certifies that the proposal has been arrived at independently and submitted without collusion with any other Vendor and that the contents of the proposal have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Vendor and will not be communicated to any person prior to the official opening of the proposal.

Method of Award: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be

awarded individually by each of the respective SFAs to the most responsive and responsible vendor with the lowest total extended costs for their respective district. Winning Vendor(s) will be herein referred as the “*Selected Distributor*.”

- A “*responsive Vendor*” will be able to meet the requirements described in this solicitation.
- A “*responsible Vendor*” is willing and capable of furnishing the goods or services described in this solicitation.

Proposal protest procedures: If any Distributor who submitted a proposal has an objection to the award of the contract to the apparent Selected Distributor, the objecting Distributor shall furnish that protest, in writing, to the SFA within two (2) business days of the date of the Distributor notification of the awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the school board members who shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the SFA’s school board members, the SFA will notify those Vendors involved of its decision. The decision shall be final and binding on the objecting Distributor.

USDA Civil Rights Non-Discrimination 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, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/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, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
Program.Intake@usda.gov

This institution is an equal opportunity provider

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

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

Contract Maintenance: The SFA will communicate with the Selected Distributor if necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other selected Distributor issues.

Contract Modification: The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Distributor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

Type of Contract: SFA will award a firm fixed price contract. Vendors must submit this type of pricing to be considered responsive and eligible to be awarded a contract.

Distributor Agreement: Selected Distributor will need to sign a contract upon notification by SFA. This contract (awarded contract) will include terms and conditions as described in this RFP, submission responses from the proposal of the Selected Distributor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Distributor.

Contract Term: The initial awarded contract period shall be July 1, 2026 to June 30, 2027. This awarded contract may be renewed for up to four (4) additional one-year

terms by mutual agreement of the SFA and selected Distributor.

Period of Performance:

Initial Year: July 1, 2026 to June 30, 2027
Option Year 1: July 1, 2027 to June 30, 2028
Option Year 2: July 1, 2028 to June 30, 2029
Option Year 3: July 1, 2029 to June 30, 2030
Option Year 4: July 1, 2030 to June 30, 2031

Distributor Performance and Evaluation: The Selected Distributor performance process will involve evaluating the Selected Distributor’s overall quality status, as well as evaluating the quality of each material or service the SFA awards as a result of this RFP to purchase from the said Selected Distributor. Prior to the invoice submission, the Selected Distributor shall meet with a SFA representative to discuss and review deliverables and timeline events for said services and products. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Distributor performance.

Delivery: Bread will be delivered to SFA at the locations listed on district profile sheets during the specified delivery days and times indicated.

Estimations: Estimated usage on “Attachment A: DISTRIBUTOR BREAD PROPOSAL FORM” of this solicitation, are not guaranteed and are the projections based on past historical data from each district.

Quality: All goods furnished must strictly conform to the proposal and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the SFA. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The SFA shall have the right at all times during the performance of the awarded contract to conduct such tests and inspections as is deemed necessary to assure Selected Distributor’s compliance with the awarded contract. The SFA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

Competitive Pricing: Vendors will complete “Attachment A: DISTRIBUTOR BREAD PROPOSAL FORM” for each of the respective school districts listed in the proposal. Vendors are encouraged to submit the most competitive pricing possible for each individual district. Pricing may vary by district. If submitting a “no bid” for an individual district please indicate this on the attachment for the respective district.

Rounding of Price(s): Any price which goes beyond the fourth place after the decimal point (e.g., beyond the ten thousand place) shall be rounded downward (i.e., a price of \$3.64528 shall be computed and considered \$3.6452).

Submission of Proposal Pricing: Fixed pricing shall remain firm for the initial term of the awarded contract and may be negotiated upon subsequent renewal periods upon mutual agreement. All fixed prices in the proposal for all products will be net, FOB. Fuel surcharges will not be allowed.

Reservation of Rights: The SFA expressly reserves the following rights:

1. To reject all proposals;
2. To reject any part of the proposal not meeting the specifications set forth herein;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To re-award the solicitation to another Vendor in the event the Vendor to whom a proposal is awarded defaults in executing the formal agreement; and
5. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

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The vendor has the right to withdraw its proposal if SFA changes the type of award as described herein.

Payment Method: Payment will be made directly to the Selected Distributor within 30 days of invoice.

Discount for Prompt Payment: Discounts/terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the proposal by the Vendor. As an alternative to offering a prompt payment discount in conjunction with the proposal, Vendor may include prompt payment discounts on individual invoices, if awarded the contract.

Calendar of Events: The required dates and times by which actions must be completed and, where applicable, locations are listed in the calendar of events. If the SFA determines that it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. Times are local time at the designated location.

Calendar of Events	
Action	Date/Time and Location if applicable
Release of solicitation	Friday April 24th 2026 DAS website Email to known Vendors
Last date to submit written questions	Friday May 1st 2026 Via email -kriegelw@wdmcs.org
Release of responses to written questions in the form of an addendum will be sent to all vendors that submitted an intent to respond to the solicitation	Wednesday May 6th 2026 via email and posted on DAS website
Due date for proposals	Thursday May 14th, 2026 1:00pm CST Learning Resource Center 3550 Mills Civic Pkwy West Des Moines IA 50265 Or emailed to kriegelw@wdmcs.org
Notices of intent to award	Monday May 18th 2026 via email
Awarded contract approvals	Individual school districts board meetings following the notice of intent to award
Selected distributor start date	July 1, 2026

Risk of Loss: The Selected Distributor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property

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received by the Selected Distributor or held by the Selected Distributor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Distributor until redelivery thereof to the SFA.

Taxes: Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the Distributor.

Specifications: Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the SFA includes manufacturer/brand name and numbers as a part of the description of any item, the Vendor may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording “no substitute” in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

Relevant Characteristics: Relevant characteristics means those particular characteristics that specifically describe the essential physical and functional features of the material or service required. They are features that are identified in the specifications as a mandatory requirement that a proposed "equal" product or material must possess for the proposal to be considered responsive. The relevant characteristics include the following:

- a. All bakery products delivered shall have been processed and packed in accordance with good commercial practice and delivered fresh, not frozen.
- b. All bakery products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future proposal consideration.
- c. All bakery products must be produced and sold in compliance with all federal and state health laws and regulations.
- d. Exterior packaging and bread rack trays shall be free of dirt, mold, mildew and debris
- e. Bread items specified to be whole grain must be 51% whole grain products
- f. No artificial colors may be present in bakery items
- g. Bread items must contain 51% US agriculture ingredients and be packed and produced in the US according to buy american provisions.

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- h. The Selected Distributor must be able to supply specified products to the schools in quantities needed.
- i. Selected Distributor will be required to pick up empty trays and racks upon delivery at each school site.
- j. *Delivery*: Amounts are according to items and quantities ordered. A legible delivery receipt must be accompanied. If credit due, should be noted on receipt.

Evaluation of Proposal

Criteria	Percentage (Weight)	Rating (1=worst, 5=best)
Price	45%	
Completeness of product line	25%	
Distributor Reputation	15%	
Ability to meet delivery characteristics for participating districts	15%	

Vendors must supply for evaluation purposes at or before the proposal due date for all items listed in the proposal

Delivery must be coordinated with:

Willow Kriegel RDN, SNS
Director of Nutrition Services
West Des Moines Community Schools
3550 Mills Civic Pkwy
West Des Moines IA 50265
515-633-5086
kriegelw@wdmcs.org

Additional Procurement and Contract Terms

- 1.1 Free and Open Competition: This solicitation is intended to promote free and open 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 Distributor to notify Willow Kriegel in writing, at kriegelw@wdmcs.org, so as to be received within five (5) business days after the date the

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solicitation is issued by the SFA. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.

1.2 [2 CFR 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned business, and labor surplus area firms](#)

(a) 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.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) 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;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) 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

- 1.3 Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFAs' purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Distributor must ensure that any such records held by a subcontractor are likewise subject to these provisions.
- 1.4 Access to Records: Access shall be granted by Selected Distributor to the SFA, state agency, USDA, Inspector General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of Selected Distributor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.
- 1.5 Inspection of Public Records: All information received from Select Distributor shall be subject to inspection once the contract is awarded.

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1.6 **Buy American Provision** (*required for all procurement for agricultural commodities, regardless of estimated value*): 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,

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 Nonavailable 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: To be considered for an alternative or exception, the request must be submitted in writing to The SFA a minimum of seven (7) days in advance of the delivery. The request must include:

A. Identifying an alternative substitute(s) that are domestic and meet the required specifications:

- i. Price of the domestic food alternative substitute(s); and
- ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

B. Reason for exception: limited/lack of availability or price (include price):

- i. Price of the domestic food product; and
- ii. Price of the non-domestic product that meets the required specification of the domestic product.

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1.7 Governing Law: Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the state of Iowa. The transaction shall be governed by the laws of the State of Iowa.

1.8 Food Laws: Distributor shall be expected to 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. SFA may inspect Selected Distributor's facilities and vehicles. Selected Distributor must have documented its 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.

1.9 Food Recall: Distributor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with proposal.

1.10 Biosecurity: Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Distributor will define their biosecurity policy and procedures on a separate document to be submitted along with proposal.

1.11 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. Contract will be awarded to the next lowest vendor for the duration of this agreement including any additional one-year terms.

1.12 Non-Performance of Contract and Termination for Cause: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
an opportunity for consultation with the terminating party, followed by a reasonable opportunity,

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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.

The contract will be awarded to the next lowest responsive vendor for the duration of this agreement including any additional one-year terms.

Termination for Convenience: The SFA may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Selected Distributor.

Final Payments: Upon any termination of the awarded contract, the SFA will pay for all earned amounts to include a prorated portion of monthly amounts for products or services completed up to the effective date of termination. The Selected Distributor shall submit all required reports and other information.

Awarded Contracts over \$150,000: The Selected Distributor must comply with the applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [(42 USC 1837 (h)), Section 508 of the Clean Water Act (32 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA list of violating facilities. The Selected Distributor shall report any violations to the SFA, the USDA and to the EPA assistant administrator for enforcement.

1.13 Debarment and Suspension: To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement with each proposal on each contract. By signing the certification statement, the Distributor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Distributor to sign the attached certification statement and submit it with the proposal. Failure to comply with this requirement will cause your proposal to be disqualified, declared non-responsive.

1.14 Indemnity and Insurance

- a. The Selected Distributor 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 Distributor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees. However, the Selected Distributor 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 Distributor 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 Iowa, has and maintains at a minimum the following coverage placement:

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- i. Worker's compensation and employee liability insurance – worker's compensation insurance limits as required by the Labor Code of the State of Iowa. 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 Distributor.
 - 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 Distributor'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 Distributor 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) days advance written notice by mail to SFA of change in or cancellation of such insurance.
 - f. In the event the Selected Distributor 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 Distributor has not complied with the requirements of this clause.

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1.15 Appropriations and Approval: Any and all obligations of the SFA under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the SFA, state, or federal grant.

1.16 Hazardous Material: The Vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this proposal shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the proposal.

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I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to

all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, 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 solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor and the SFA.

I understand that each delivery will be inspected by a representative of the District and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference the same day if requested.

The undersigned hereby offers to provide bread and bread products as specified in this proposal for the period starting July 1, 2026 and ending June 30, 2027.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this RFP and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm)

_____ and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of the District shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and District.

I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening of the proposal.

Organization Name (print): _____

Address _____ City: _____

State _____ ZIP _____

Name and Title of Authorized Representative (print):

Signature: _____ Date _____

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ATTACHMENT B: VENDOR CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas. Mark “N/A” for those which are not applicable. Type or print legibly, all responses.

LEGAL NAME OF FIRM: _____
DBA OR BUSINESS NAME (IF DIFFERENT) _____

ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT)
STREET ADDRESS:

CITY: _____ STATE: _____ ZIP _____

PAY OR REMIT ADDRESS

LEGAL NAME OF FIRM: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
FIRM TELEPHONE NUMBER: (____) _____
EMAIL: _____

FIRM’S FEDERAL IDENTIFICATION NUMBER: _____

SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9
FORM

Emergency Contact Person for After/Before Hours _____

TELEPHONE NUMBER: (____) _____

CELL PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

ATTACHMENT B CONTINUED

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

TELEPHONE NUMBER: (____) _____

CELL PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

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

TELEPHONE NUMBER: (____) _____

CELL PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: _____

ATTACHMENT C: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Distributor Name _____

School Food Authority _____

1. By submission of this proposal, the Distributor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

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

b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed to the Distributor and will not knowingly be disclosed by the Distributor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Distributor for the purpose of restricting competition.

c. No attempt has been made or will be made by the Distributor to induce any person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal on behalf of the Distributor certifies that:

a. He or she is the person in the Distributor's organization responsible within the organization for the decision as to the prices being proposed herein and has not participated, and will not participate in any action contrary to 1.a through 1.c above; or

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

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Attachment C Continued

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

Signature of Distributor's Representative	Title	Date Authorized
----------------------------------------------	-------	-----------------

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

Signature of School Food Authority's Representative	Title	Date Authorized
--------------------------------------------------------	-------	-----------------

NOTE: Accepting a Distributor's proposal does not constitute award of the contract.

ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §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 USDA 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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Distributor Name

PR/Award Number or Project Name

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

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are 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

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ATTACHMENT E: LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

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 U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with 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 and officer or employee of any agency, a member of U.S. Congress, an officer or employee of 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.

Distributor Name/Address of Organization

Distributor Name/Title of Submitting Official

Signature

Date