

2024/2025 Request for Proposal For Produce



Central Buying Consortium

2024

REQUEST FOR PROPOSAL

Invitation to submit proposal
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REQUEST FOR PROPOSAL CHECKLIST

May 1, 2024

REQUEST FOR PROPOSAL (RFP)
Invitation to Submit Proposal

Date RFP Issued: May 1, 2024

Description: This RFP is issued with the intent of entering into a Contract to procure food and supplies in accordance with applicable state and federal law governing Federally-funded Child Nutrition programs for each of the parties listed in this RFP, which may be collectively referred to as the Central Buying Consortium (CBC) in Iowa.

Proposal Deadline: May 15, 2024 at 2:00 PM CDT (according to the clock in the Learning
and Opening Resource Center office)

Deliver Proposals to: Willow Kriegel, RD/LD
Director of Nutrition Services
West Des Moines Community School District
Learning Resource Center
3550 Mills Civic Parkway
West Des Moines, IA 50265-5556

Mailed Proposals: Proposal may be personally delivered or mailed to the address above, attention Willow Kriegel, RD/LD, and must be received by the proposal deadline. It is the Distributor's responsibility to assure that its Proposal is received by the deadline, no exceptions. NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.

Instructions: Deliver a complete Proposal package in a sealed envelope labeled as follows:

RFP CBC Produce 2024	Original or Copy (as applicable)
Envelope number (i.e., 1 of 11)	Date
Distributor's Name and Address	

Submit one (1) original and fifteen (15) electronic mediums (flash drives) of the complete Proposal package. The complete Proposal package (see *Request for Proposal Checklist* for details) must include in the following order:

1. The Terms and Conditions of Acceptance (Attachment A), Proposal Certification and Contract Award (Attachment B) for each party in the CBC, and Request For Proposal Summary (Attachment C).
2. Excel Spreadsheet for Pricing (Attachment D) and an electronic copy (flash drive) of same. All documents must be identical.
3. Attachments E – L and any Distributor required documents.
4. Narrative section and other information as prescribed in RFP.
5. Required responses to any Addendums, Special Conditions, or Additions, that may be issued by the CBC after the issuance of this RFP.

As the RFP process moves forward, it may be necessary to clarify items in a Distributor's Proposal. The Proposal must include contact information for the person who will be representing the Distributor through the process. Proof of authority of the person submitting the proposal must be available upon request from CBC. Failure to provide the completed certifications and assurance or other required information may render the proposal non-responsive.

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Distributor is responsible to deliver the complete Proposal package in a sealed envelope along with the requisite copies thereof to the correct location before the proposal deadline as evidenced by a Distributor representative's signature at the registration table or, for those not attending the RFP opening, a WDMCS Time Date Stamp.

Notice to Distributors: Subject to the conditions, provisions and the specifications associated with this RFP, sealed Proposals will be received at the designated location until the stated date and time and then publicly opened. No consideration of Proposal award will be made at the Proposal opening. Proposals received after this date and time will not be accepted. CBC reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject any and all Proposals or parts thereof and to waive any informalities and/or irregularities thereof.

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 (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be 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 complaint of discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

https://www.usda.gov/sites/default/files/documents/USDA_OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office by calling (866)632-9992, or by writing a letter addressed to the 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;
2. or fax: (833) 256-1665 or (202) 690-7442
3. or: email: program.intake@usda.gov

The USDA and CBC Parties are equal opportunity providers and employers.

Iowa Non-Discrimination Statement:

"It is the policy of CBC Parties 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 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/>."

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DEFINITIONS

For consistency throughout this document, the below terms shall have the following meanings:

Allowance - a value per pricing unit that the manufacturer will deduct from the manufacturer's cost to the distributor for this contract.

Approved brand - Designation applied to those products in the Excel Spreadsheet for Pricing list identified by manufacturer, item number, and is preapproved by the CBC.

CBC - the Central Buying Consortium. The parties listed in this RFP for the procurement of produce may be collectively referred to as the Central Buying Consortium. These parties are ADM Community School District, Central Decatur Community School District, Clarke Community School District, Grinnell-Newburg Community School District, Johnston Community School District, Indianola Community School District, Marshalltown Community School District, Marshalltown St. Francis Catholic School, Montezuma Community School District, Norwalk Community School District, Pella Community School District, Southeast Warren Community School District, Urbandale Community School District, Village Early Childhood Center, West Des Moines Community School District, and any additional parties that may join in accordance with 28 E agreement.

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

Code of Ethics or a written code of conduct standards - sets the procedures employees should use in specific ethical situations, such as conflicts of interest or the acceptance of gifts, or treatment of others including customers and coworkers.

Contract - means, for each party in the CBC, the comprehensive collection of documents (ENTIRE RFP and any additions or modifications thereto, Proposal submitted by the Selected Distributor and all related Attachments) including:

1. Requirements as described in the RFP
2. Terms and Conditions of Acceptance
3. Request For Proposal Summary
4. Excel Spreadsheets for Pricing (paper and/or electronic copies)
5. Any and all Addenda or special written provisions specified by CBC after the issuance of this RFP
6. Distributor's Certifications, which must be completed, signed by an authorized representative of Distributor, and other required Distributor information
7. Additional required documents
8. Narrative section
9. Proposal Certification and Contract Award for each party in the CBC
- 10. Addenda or other terms and conditions added to this RFP by Manufacturers will not be considered a part of the contract**

Cost - a distributor's invoice price from the Manufacturer/supplier plus inbound freight.

Day(s) - a calendar day during a normal work week, Monday through Friday, except established National holidays unless otherwise stated.

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Distributor - an offering entity that submits a proposal in response to this request to order, warehouse, deliver food/supplies, and provide information/services for the CBC parties' respective Child Nutrition Programs (CNP).

Distributor choice - designation applied to products with standards of identity or comprehensive specifications. Vendors may propose any brand of product that meets or exceeds the specifications but must commit to supplying this brand for the life of contract.

District - each individual School District that has been identified as a member of the CBC.

Districts - all entities that have been identified as members of the CBC.

DoD - Department of Defense, who supply fresh fruits and vegetables for Districts.

Fill rate - the percentage of ordered items that must be provided in full quantity without substitution or outage.

Free on board (FOB) destination – standard terminology meaning free on board destination (i.e. selected distributors will not charge freight cost for products delivered to CBC parties school sites).

FNS - Food Nutrition Service

Good thru date - indicates the length of time a price will remain unchanged.

Handling Fee - the fee that Distributor will charge a CBC party per product to purchase a product from a manufacturer or supplier and re-sell to the party. This fee includes the cost of doing business for Distributor. This fee must be fixed for the duration of the contract.

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

Line Items - all known products listed in the spreadsheet and require cost plus fixed fee at time of the contract.

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

NSLP - National School Lunch Program

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

Piggybacking – allows eligible members to use the contract by joining at times other than the beginning of the contract period.

Product - produce that CBC has identified to be purchased; also identified as an item.

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

Proposal - Distributor's response to the RFP.

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Selected Distributor(s) - the organization that submits a successful proposal(s).

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

Time - local time at the selected CBC location.

TCS food - Time Temperature Control for Safety foods, formally known as Potentially Hazardous Foods, a food that is natural or synthetic and is in a form capable of supporting the rapid and progressive growth of infectious or toxigenic microorganisms, or the growth and toxin production or toxin production of clostridium botulin. These foods include a food of plant origin that is heat-treated or consists of raw seed sprouts; leafy greens; cut produce, such as melons and tomatoes.

Unknown/Future - products that CBC parties do not know they want/need or are not available for purchase at the time the RFP was let. Bid pricing will be requested before an order is placed; handling fee cost is required as part of RFP.

US - United States

USDA - United States Department of Agriculture or Department of Agriculture

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

GENERAL TERMS AND CONDITIONS

1.0 SCOPE AND PURPOSE

- 1.1 The parties listed in this RFP for the procurement of produce, collectively referred to as the Central Buying Consortium (hereinafter referred to as CBC), are requesting to receive a Proposal from an OFFERING ENTITY (hereinafter referred to as Distributor), defined as a distributor that is offering to order, warehouse, deliver food, and provide information/services for the CBC parties' respective Child Nutrition Programs (CNP). The Cost plus Handling (Fixed) Fee per Product Contract will be awarded to the Distributor that receives the most points on the Distributor Evaluation Grid (see Section 7). A profile is provided for each member of the CBC in Section 9.
- 1.2 The CBC's mission is to procure high quality, reasonably priced products and services in accordance with applicable state and federal law governing Federally-funded CNPs for each of the CBC parties. To achieve this mutually beneficial goal, CBC members will partner with a Selected Distributor(s) to work towards product consolidation and cost-effectiveness within legal and ethical business practices.
- 1.3 The total purchasing estimates should be within 10 to 15% of actual usage in previous year with the exception of quantities that have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The estimated aggregate purchases for produce among CBC parties are approximately \$600,000 annually. CBC will not guarantee any minimum compensation will be paid to Selected Distributor(s) or any minimum usage of Selected Distributor(s)'s services.
- 1.4 All CBC parties will participate actively in the administration of the food and supply procurement. Areas that the CBC parties may address include: (1) New Product Identification and Nutrient Analysis, (2) Product Testing, (3) Audits, (4) Quality Control and Assurance, (5) Menu Development and Product Marketing, and (6) Proposal Development, Evaluation, and Contract Maintenance.
- 1.5 The initial contract period shall be August 1, 2024 to July 31, 2025. The CBC parties each intend to award a contract for this one-year period with the option to renew the contract for up to three (3) additional one-year periods by mutual agreement of the CBC and Selected Distributor(s). Renewal shall be based on customer satisfaction with products, service, and price.
- 1.6 Period of Performance:
Initial Year: August 1, 2024 to July 31, 2025
Option Year 1: August 1, 2025 to July 31, 2026
Option Year 2: August 1, 2026 to July 31, 2027
Option Year 3: August 1, 2027 to July 31, 2028
- 1.7 All product awarded through this proposal will be an available product for all CBC parties.

2.0 DISTRIBUTOR QUALIFICATIONS AND RESPONSIBILITY

2.1 **Terms and Conditions:** Distributor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the RFP. Failure or omission of Selected Distributor(s) to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this RFP. The *Terms and Conditions of Acceptance*, Attachment A, must be signed and attached with the Proposal.

2.2 **Distributor Experience:** Distributor must have a minimum of five (5) years of experience in the food business and must maintain a current business license from the State of Iowa. Distributors shall provide documentation of applicable license, certification, and/or commercial experience upon request.

Provide information in the narrative section on any litigation, arbitration, mediation, administrative proceeding, or like matter related to their business activities in which they are currently a party or in which they were a party within the last 5 years.

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

Selected Distributor(s) shall not have the right to include the CBC name or any CBC party's name in its published list of customers, without prior approval of the named party. Selected Distributor(s) agrees not to publish or cite in any form any comments or quotes from CBC parties without prior approval. Selected Distributor(s) further agrees not to refer to the Contract Award in commercial advertising in such manner as to state or imply that the products or services provided are in any way endorsed or preferred by CBC or any CBC party.

Distributor acknowledges that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Distributor also acknowledges that no one connected to the company has had any connection with the development or drafting of this RFP.

1. Neither Distributor nor any business entity represented by Distributor has received compensation for participation in the preparation of the products specifications or the General Terms and Conditions related to this RFP.
2. This Proposal has been arrived at independently and is submitted without collusion with any other Distributor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Distributor an unfair advantage over any other Distributor with respect to this RFP.
3. Distributor has not and will not in the future accept, offer, confer or agree to confer any benefit or anything of value to any person or entity related to the CBC or a CBC party in connection with any information or submission related to this Proposal, or any recommendations, decision, vote or award related to this Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this Proposal.
4. Neither Distributor, nor any business entity represented by Distributor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the Antitrust Laws of the State of Iowa with regard to this Proposal. Furthermore, this Proposal has not been

- knowingly discussed with nor disclosed to, and will not be knowingly discussed with nor disclosed to, another Distributor, competitor, potential competitor or officials or personnel of a party who is not a member of the CBC, prior to the opening of Proposals.
5. No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.
- 2.4 **Conflict of Interest:** Distributor must note any and all relationships/suspected matters that might be conflicts of interest, which would disqualify Distributor from participating in this RFP or receiving any award related to this RFP. Distributor'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 Distributor(s) to removal from all procurement lists and possible criminal prosecution. The *Certification of Independence and No Conflict of Interest*, Attachment E, must be signed and attached with the Proposal.
- 2.5 **Code of Ethics:** Distributor must maintain a written code of conduct standards or Code of Ethics governing the performance of their employees engaged in the award and administration of contracts. The code of conduct standards or Code of Ethics must include:
1. No employee, officer or agent of Distributor shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 2. The Distributor's officers, employees or agents will neither offer, solicit, or accept gratuities, favors or anything of monetary value from customers, potential customers, contractors, potential contractors, or parties to sub-agreements.
 3. Distributor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by law, such standards of conduct will provide for penalties, conditions, or other disciplinary actions for violations of such standards by the Distributor's officers, employees, or agents, or by contractors or their agents.
- Distributor's written code of conduct standards or Code of Ethics must be signed by an authorized person and attached with the formal proposal.
- 2.6 **Lobbying:** Distributor must certify that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- If Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor is required to submit a Disclosure Form to Report Lobbying. The *Certification For Contracts, Grants, Loans, Cooperative Agreements, and Lobbying*, Attachment F, must be signed by an authorized person and attached with the formal proposal.
- 2.7 **Iowa Gift Law:** Distributor shall comply with the gift law set out in Iowa Code Chapter 68B, as well as Iowa Code section 722.1 of the Code of Iowa, which states that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a District employee or board member with the intent to influence that person's act, opinion, judgment or exercise of discretion with respect to the person's duties.
- 2.8 **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:** Distributor certifies that neither the company nor any of its principals has been

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Distributors should consult Executive Orders 12549 and 12689. For additional information, Distributors 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. The *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment G, must be signed by an authorized person and attached with the formal proposal.

- 2.9 **Provide Product and Service:** Distributor must, upon request of CBC, furnish satisfactory evidence of their ability to furnish products and services in accordance with the terms and conditions of the RFP. Sub-contracting, assignment, or out-sourcing of product(s) awarded is not permitted, unless approved by CBC. CBC reserves the right to make the final determination as to Distributor's ability to provide the products and services requested herein. A Distributor may be designated as unacceptable and in breach of its obligations if the requirements listed herein are violated and/or poor communications exist between Distributor and a CBC party. If Federal/State reimbursement is lost because of failure to meet the terms of the Contract, the District will require the Selected Distributor to pay any dollar amount equal to the cost of the product and lost reimbursement.

Selected Distributor(s) must:

1. Make purchases of specified products at the lowest price, including freight.
2. Communicate information from Manufacturer or supplier regarding price changes and availability as soon as possible.
 - a. Institute a system of minimizing occurrences of small price changes, particularly when due to slight variations in freight charges.
 - b. Provide coupons, such as, buy 2 get 1 free; or dollars off case price and rebates to each CBC party as available from manufacturer. Tracking reports must be provided to each CBC party to facilitate this process.
 - c. Present or demonstrate new products or concepts in conjunction with brokers or manufacturers to CBC members. Upon request, Selected Distributor(s) will seek bid pricing for new products as new products become available during the contract period.
3. Interface with the manufacturers about problems relating to product quality to the satisfaction of the CBC. In the case of quality disputes, the Manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
4. Provide quick effective response to problems of orders, deliveries, paper transactions, billings, or product performances. Communications may be in writing, e-mail, telephone, voice messaging, and/or in person in a timely manner.
5. Assign a regular account representative to each CBC Member district for the purpose of reconciling accounts, making corrections, or interfacing with Manufacturers on problems relating to product pack and quality
6. Provide accurate, reliable and timely reports, in terms of invoices, statements, credits and usage reports and other information as requested by CBC. Moreover, the company must provide data spontaneously for periodic review of prices by CBC.
7. Provide required documentation on products, such as nutrition analysis, meal components, allergens, MDS sheets, food recalls, etc. if applicable
8. Provide emergency phone contacts for after/before office hours (including weekends) in writing on *Distributor Information* form, Attachment H.
9. Meet each CBC party's need for technological/ computer support.
11. Provide all products and services using sound, professional practices and in a competent and professional manner using knowledgeable, trained, and qualified personnel.

In an attachment, Distributor will discuss current purchasing procedures, including but not limited to procedures used to maintain adequate inventory, communication with buyers to ensure product availability, and how customers will know what products are available.

- 2.10 **Fill Rate:** Fresh produce will be exempt from fill rate requirement due to growing conditions.
- 2.11 Online Ordering System with products designated on bid identified
- 2.12 **Buy American:** Districts participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US (7CFR210.21, 220.16).
1. Federal regulations require that all foods purchased for CNP be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 - a. the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
 - b. competitive Proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
 2. ALL products that are normally purchased by Distributor as non-domestic and bid as part of this RFP must be identified with the normal country of origin. Distributor shall outline their procedures to notify CBC parties when products are purchased as non-domestic. The following products may be exceptions to Buy American provisions: pineapples, mandarin oranges, olives, tuna, bananas, and coffee.
 3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the RFP), must be approved, in writing, by the CN Director, prior to the delivery of the product to the CBC party.
 4. Any non-domestic product delivered to a CBC party, without the prior, written approval of the CN Director, will be rejected. Should non-domestic substitutes that were not pre-approved in writing by the CN Director be delivered to and rejected by the CBC party, Selected Distributor(s) shall be held accountable for all over-claims that result from failure to meet the CBC party's required meal pattern.
 5. Agricultural products which are canned or packed outside of the United States may be accepted with proof from manufacturer that poor Market conditions exist (weather, and/or supply availability of market); this requirement applies to private labels as well as other labels.

Distributors must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule. The *Certification Regarding Buy American Provisions*, Attachment I, must be signed by an authorized person and attached with the formal proposal.

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

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

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

The *Certification Statement Regarding Food Laws*, Attachment J, must be signed by an authorized person and attached with the formal proposal.

Upon request from CBC parties, Selected Distributor(s) shall provide

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

2.14 **Food Recall:** Selected Distributor(s) 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 CBC party and CBC and assurance that unsafe products are identified and removed from CBC party sites in an expedient, effective and efficient manner. Selected Distributor(s) shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on *Certification Statement Regarding Food Laws*, Attachment J.

2.15 **Biosecurity:** Distributor 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. Distributor will define their biosecurity policy and procedures on *Certification Statement Regarding Food Laws*, Attachment J.

2.16 **State and Federally Required Contractual Provisions:** Selected Distributor(s) 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, Selected Distributor(s) is responsible to abide by all applicable Federal and State laws and policies of the Iowa Department of Education and State and Local Boards of Education, as applicable, when providing services under this Contract, including but not limited to:

Equal Employment Opportunity – Selected Distributor(s) shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Labor and Civil Rights Laws – Selected Distributor(s) shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Selected Distributor(s)'s performance of work under this Contract, Selected Distributor(s) agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Distributor(s) shall also comply with applicable Civil Rights laws as amended including but not limited to 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.

Sex Offenders – Selected Distributor(s) shall comply with Iowa Code Chapter 692A, as amended, which generally prohibits individuals who have been convicted of a sex offense against a minor from being present on school grounds or operating, managing, being employed by, or acting as a contractor or volunteer at a school.

Smoking – Selected Distributor(s) shall comply with all prohibitions on smoking in CBC party 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 Selected Distributor(s) is considered a violation of federal law. If Selected Distributor(s) knowingly employs unauthorized aliens, such a violation shall be cause for termination of Contract.

Clean Air Act and Energy Policy and Conservation Act – Selected Distributor(s) shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Distributor(s) shall report all violations to the CBC and to the relevant federal or state agency as appropriate.

Targeted Small Business Program – Proposals that have been certified as Targeted Small Business (TSB) Program are required to indicate their TSB status when responding to the RFP. The *Targeted Small Business (TSB) Program Certification*, Attachment K, must be signed by an authorized person and attached with the formal proposal.

2.17 **Employee Conduct:** Selected Distributor(s) is responsible for their employees while on District property.

1. Selected Distributor(s)'s personnel that are not in an identifiable uniform must provide Distributor identification preferably with a photo upon request.
2. Selected Distributor(s)'s personnel are to present a professional appearance at all times. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the CBC party facilities.
3. Selected Distributor(s)'s personnel are forbidden to consume alcohol, use tobacco, possess/use controlled substances, or possess weapons/firearms when on CBC party property.
4. Selected Distributor(s) 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 CBC party property at any time.
5. Selected Distributor(s) will provide competent supervision of employees.

6. Selected Distributor(s) will take precautions necessary to protect persons or property against injury that may occur as a result of fault or negligence of their employee.
7. Selected Distributor(s) will perform work without unnecessarily interfering with CBC party activities.
8. Selected Distributor(s) will be responsible for any and all damage or injury to existing facilities and equipment and property or persons caused by Selected Distributor(s)'s employee.
9. Selected Distributor(s) will furnish a complete list of all employees who will be working on CBC party property upon request. Selected Distributor(s) will notify the CN Director of said change prior to new personnel coming to CBC party. Each CBC party reserves the right to deny access to any of Selected Distributor(s)'s employees deemed unacceptable and to request that alternate employees be provided.
10. Selected Distributor(s) assures that no one employed by or representing Selected Distributor(s) shall conduct themselves in a manner that discourages any party from joining the CBC or that compromises the integrity of the CBC.

- 2.18 **Insurance:** Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Distributor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to the CBC parties. Distributors shall provide a statement of certificates of insurance from issuing company or their authorized agent with the formal proposal. Distributor shall meet the statutory requirements of the State of Iowa for worker's compensation coverage and employer's liability insurance.

Property Damage Liability: Distributor shall maintain insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Comprehensive General Liability: Distributor shall maintain Comprehensive General Liability insurance that shall protect Distributor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for Contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

- 2.19 **Breach of Contract and Remedies:** If Selected Distributor(s) fails to comply with any of the terms and conditions of this agreement, the CBC and/or a CBC party has the option to send Selected Distributor(s) 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 CBC and/or a CBC party has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by CBC or a CBC party of any rights or remedies for any breach by Selected Distributor(s) and CBC and the CBC party expressly reserve all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, CBC and/or a CBC party may, at its option, require Selected Distributor(s) to repair or replace, at Selected Distributor(s)'s expense, any products or goods, which breach Selected Distributor(s)'s warranty, wherever located. If a CBC party or an authorized agent or dealer must replace any product as a result of Selected Distributor(s)'s breach, then Selected Distributor(s) agrees to reimburse the CBC party 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 CBC and/or a CBC party may, at its option, cancel the contract or place the products in the open market after due notice and recover from Selected Distributor(s) the anticipated difference between the market price at the time of replacement and the contract price.

The remedies of the CBC and the CBC parties 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.

- 2.20 **Indemnify and Hold Harmless:** Selected Distributor(s) shall indemnify, defend and hold harmless each CBC party, its directors, officers, employees, and agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Selected Distributor(s)'s negligence, breach or other performance of the Contract, or violation of any law or right of a third party, or that of Selected Distributor(s)' employees, subcontractors, or agents. Selected Distributor(s) will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold harmless each CBC party 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.
1. Selected Distributor(s) agrees to notify each CBC party by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action or proceedings.
 2. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
- 2.21 **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
1. The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.
 2. The CBC parties will not be responsible for any costs incurred by Selected Distributor(s) because of the Force Majeure event unless they have requested, in writing, that Selected Distributor(s) incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and they have agreed, in writing, to incur such additional costs.
 3. A Selected Distributor(s) requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:
 - a. A formal, written request for a price increase must be submitted by Selected Distributor(s) to CBC at least one month prior to the price change taking effect for the following month (or as soon as may be practicable). A simple majority of the CBC parties must approve the request. The request will include the Force Majeure cause as listed above substantiating the reason the relief is being requested.

- b. Documentation to substantiate the increase must be included with the request and signed by a representative from the Manufacturer.
 - c. Documentation from Selected Distributor(s) must also be included to provide evidence that the price was obtained from at least two other sources which would be higher than the requested increase; this could also include documentation to substantiate non-availability of product.
 - d. Failure to comply with all three provisions shall be cause for a request being denied.
 - e. Notwithstanding any other provision of this section, in the event Selected Distributor(s)'s performance of its obligations under this Contract is delayed or stopped by a Force Majeure event, the CBC and/or a CBC party shall have the option to terminate this Contract Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the parties' rights as provided elsewhere in the Contract.
- 2.22 **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.
- 2.23 **Right to Assurance:** Whenever one party to this Contract, in good faith, has reason to question the other party's intent to perform in accordance with the terms and conditions of the Contract, the questioning party may demand that the other party provide written assurance of intent to perform. In the event a demand is made and no written assurance is given within five (5) days, the demanding party may treat the lack of response and subsequent failure as an anticipatory repudiation of the Contract.
- 2.24 **Taxes:** As applicable, the CBC parties will provide evidence of tax-exempt status upon request.

3.0 ADMINISTRATIVE INFORMATION

3.1 **Requirements:** The CBC is looking for a Distributor to provide the products and services that are listed herein as well as supplemental products and those products that are unknown at the time of letting this RFP, but will become available during the school year.

1. Selected Distributor(s) agrees to provide total requirements as listed herein, thereby minimizing occurrences when a CBC party may have to seek other interim product sources.
2. If Distributor is unable to provide products or services to all CBC parties, Distributor must succinctly define what can and cannot be provided including the reason. CBC will determine if the request is accepted. If the request is denied, the Proposal may be rejected for all Districts.
3. In case of default by Selected Distributor(s), the CBC parties, after due notice may procure the necessary supplies from other sources and hold Selected Distributor(s) responsible for any excess cost.
4. Continuous instances of product unavailability may result in termination of the Contract and removal of Selected Distributor(s) from the RFP list at the sole discretion of CBC.
5. Distributor will provide names and contact information for at least three (3) but no more than five (5) references of school district customers that are similar size.
6. The products and pricing of the Contract may be available for other government agencies or eligible entities (piggybacking), after the initial award of Contract but during the Contract term, on the same terms and conditions as stated therein with a mutual agreement of Selected Distributor. By submitting a Proposal, the Distributor agrees to make the same Contract terms and conditions, products, and price available to other such governmental agencies or eligible entities. No CBC party will in any way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities.

3.2 **Type of Contract:** Cost plus handling (fixed) fee per product with the option to include a delivery charge.

3.3 **Calendar of Events:** The required dates and times by which actions must be completed and, where applicable, locations are listed in the Calendar of Events chart on next page. If CBC determines that it is necessary to change a date, time, or location it will issue an addendum to this RFP. Times are local time at the designated location.

1. **Pre-Bid Conference:** Pre-bid conference will not be held for produce. **Questions For Produce Bid C:** Submit in writing questions regarding the RFP by 12 PM Noon CDT on May 8, 2024 to Willow Kriegel, RD/LD, via FAX 515-633-5098 or email kriegelw@wdmcs.org. Willow Kriegel will acknowledge receipt of questions no later than 4 PM on May 10, 2024.
2. a. **Written communication** will override any verbal communication that takes place during the process between any Distributor and CBC.

Calendar of Events

Action	Date/Time and Location if applicable
RFP released	May 1, 2024
Deadline for submission of any questions/comments from Distributors	May 8, 2024; 12 PM Noon local time
Deadline for CBC to issue addenda and provide answers to questions to RFP	May 10, 2024: 4 PM local time
Proposal due date and opening	May 15, 2024; 2 pm local time 3550 Mills Civic Parkway West Des Moines IA 50265
Award of Contract	Each CBC party's Board Meeting following the Notice of Intent to Award
Anticipated first delivery of product	First week of August, 2024

3.4 **Inquiries regarding RFP:** All communication should be directed to:

Willow Kriegel, Director of Nutrition Services
West Des Moines Community Schools
3550 Mills Civic Parkway
West Des Moines IA 50265
Email: kriegelw@wdmcs.org

Email is the preferred form of communication. (Note: Districts email systems have very restrictive security systems. If a response has not been received within two (2) business days, contact Willow Kriegel at 515-633-5086.) Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by Willow Kriegel, at kriegelw@wdmcs.org, by May 8, 2024.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Distributors prior to the RFP closing date. Examples of substantive could include clarification of discrepancies or errors.

A written response no later than May 10, 2024 will be issued; a written addendum is the only official method whereby interpretation, clarification and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged on the submitted proposal. All addenda will be issued electronically to each Distributor known by the Districts.

Before submitting a Proposal, it shall be the responsibility of each Distributor to contact Willow Kriegel at kriegelw@wdmcs.org, prior to the Proposal opening to determine whether additional addenda were issued.

3.5 **Discussions/Negotiations:** By submission of a Proposal, Distributor agrees that during the

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period following issuance of the Proposal and prior to notification of intent and/or award of the Contract, Distributor will not discuss this procurement with any party except Willow Kriegel, Nutrition Services Director. The CBC reserves the right to reject any and all Proposals and to cancel this solicitation if it is in the best interest of the CBC. The CBC shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Distributor's response to this solicitation.

CBC reserves the right, at any time after opening and prior to award, to request from any Distributor clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Distributor's Proposal. This process may be used for such purposes as providing an opportunity for Distributor to clarify the Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Distributor. The CBC will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services Selected Distributor(s) is offering to the CBC. An individual authorized to legally bind Distributor shall sign responses to any request for clarification.

CBC reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Distributor's qualifications including capabilities and performance under other contracts.

This RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested Distributor to notify Willow Kriegel, in writing, at kriegelw@wdmcs.org, so as to be received within five (5) business days after the date the RFP is issued by CBC. The RFP may or may not be changed but a review of such notification will be made prior to the award of Contract(s).

Issuance of this RFP in no way constitutes a commitment by the CBC to award any contract or agreement. This RFP is designed to provide Distributors with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Distributor is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Distributor fails to deliver the bid proposal by the due date and time.
2. Distributor fails to respond to the CBC's request for information, documents, or references within the time specified.
3. Distributor's response limits the rights of the CBC.
4. Distributor's response materially changes a product or service requirement.
5. Distributor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
6. Distributor provides misleading or inaccurate responses.
7. Distributor initiates unauthorized contact regarding the RFP with CBC parties.
8. Distributor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
9. Distributor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

- 3.6 **Method of Award:** Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in Section 7 of this RFP. The

May 1, 2024

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

3.7 **Product Pricing:** All products will be priced as Distributor cost plus handling (fixed) fee, with an optional delivery cost to CBC parties.

1. **Case Price:** Base case cost on current prices for week of April 22- April 26, 2024 (if product was not purchased during the week of April 22-April 26, 2024 a manufacturer's price sheet signed by an authorized manufacturer's representative may be used) or official manufacturer confirmation letter prior to the Proposal opening. Prices must be entered on the *Excel Spreadsheet for Prices*, Attachment D. CBC may request copies of invoices, price sheets, or confirmation letter prior to award of Contract.
 - a. Prices quoted shall be the NET PRICE that Distributor will pay.
 - b. Case cost should be locked with Packers/Manufacturer for the greatest extent of time to avoid price increases for Contract duration. This date should be recorded in Good Thru Date column on *Excel Spreadsheet for Prices*, Attachment D.
 - c. Prices shall be based on delivery to Distributor's warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Distributor will not exceed the rates established by nationally recognized common carriers.
 - d. Official manufacturer confirmation letter must be maintained on file with Selected Distributor(s) for audit purposes.
 - e. Allowances intended for the end user, such as, promotion allowances, billbacks or other purchasing incentives MUST accrue to the benefit of each CBC party. Evidence of such discounts or allowances will be available for audit upon request. A Distributor's invoice costs shall reflect bid and/or promotion allowances, i.e., one free with 10, or bid allowances, the benefits of which shall accrue to CBC parties. Self-funded allowances will be expected to be on-going. In the narrative section, explain any volume discounts or allowances that are from monies other than Manufacturers or Packers allowances. Record all allowances, source of allowances, and Allowance Good Thru Dates on *Excel Spreadsheet for Prices*, Attachment D.
 - f. Allowances, intended for Distributor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of Distributor.
 - g. Individual product rebates may either be filed by a CBC party or Selected Distributor(s), but will be paid to the CBC party. Distributor will provide the tracking report, if requested.
 - h. Submit, with the Proposal, a list of all products that:
 - i. are firm for the entire school year, calendar year, or specified period of time.
 - ii. Distributor cannot provide for 2024-2025 school year
 - iii. are special order including lead time
 - iv. are purchased by Inner Company billing and/or Group Buying billing that are not normally in stock at the warehouse that services the CBC. If there is a price increase due to Inner Company or Group Buying billing, the increased price must be supported with a market bulletin(s) from an independent source; such documentation shall be maintained on file with Distributor for audit purposes.
 - v. are Distributor processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. Selected Distributor(s) shall keep the market bulletin that served as the basis for the cost and the calculation for this Proposal on file for audit purposes.
 - i. When a product unit is stated as case, decimals should be carried two (.00) places and

for units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four (.0000) places. To determine a proposed unit that is less than a case, take the case cost to four places beyond the decimal (.0000) divide case cost by the number of units in a case and rounded to the nearest whole cent (.00).

2. **Handling Fee:** Includes but is not limited to procurement, handling at Distributor's warehouse, overhead, and profit. In the narrative section, explain how handling fee is determined.

The handling fee is fixed for the length of the contract regardless of manufacturers/suppliers invoice prices. Distributor may propose a different handling fee for different product categories or different products within the categories.

- a. Distributor shall propose a dollars and cents handling (fixed) fee per case to two (2) decimal points, for example, \$1.25.
- b. The handling fee applied to a product shown in the *Excel Spreadsheet for Pricing* (Attachment D) shall also apply to all other pre-approved brands within that product specification in the event of substitution.
- c. Handling fees for broken cases shall be pro-rated based on the number of units ordered from the full case. The District will keep broken case orders to a minimum. To arrive at the price for broken cases, Selected Distributor(s) shall divide the number of units in a full case into the per-case selling price, including the pro-rated handling fee.
- d. In the narrative portion, Distributors should describe the prompt payment and volume discount allowances offered.
- e. Indicate on *Request for Proposal Summary*, Attachment C the reduction in handling fee if any product or groups of products are drop shipped directly to a CBC party unless products are in a Group that was quoted as Drop Shipment to CBC parties, such as Group P.

3. **Delivery Charges:** Includes delivery to all buildings as indicated on the CBC Profile Sheets. In the narrative section, explain how delivery charges were determined including the base fuel cost at the time of the initial proposal. The delivery charge may be adjusted at renewal and one time per year in February based on the cost of fuel. No other criteria may be considered in adjusting the delivery charge. Distributor may propose an increase in the delivery charge as follows:

- a. If, on the first Monday in December and June for midyear and renewal adjustments respectively, the price of fuel exceeds thirty (30) percent of the base fuel price, as established on the date of the Proposal opening according to the Weekly On Highway Diesel Prices for the Midwest Region as issued by the Energy Information Agency (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>), then
- b. Selected Distributor(s) may submit a written request for an adjustment to the delivery charge; the request must be submitted to Willow Kriegel, kriegelw@wdmcs.org at least twenty (20) business days prior to February 1st and August 1st for the adjustment to take effect on February 1st and August 1st respectively. The request must include justification and market documentation for the increase based on fuel cost, and should be based upon:
 - i. Increase in the price per gallon over the base fuel cost. The increase in the delivery charge shall be based on \$.01 per each \$.20 increase in the cost of fuel per gallon. For example, if the base charge established at Proposal opening is \$3.50, and fuel prices increased to \$4.50 per gallon on December 1, then \$.05

may be applied per unit as indicated in Selected Distributor(s)'s original Proposal.

- ii. No fuel surcharges will be allowed during the Contract life.

- 3.8 **Product Estimations:** Quantities reflected in this RFP are estimates based on the CBC parties' combined projected purchases for the 2024-2025 school year and projected increased needs based on the new federal meal patterns published January 2012. These quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate may be affected by numerous factors including but not limited to, budgetary adjustments, product pricing, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided. The CBC's combined product usage estimate provides a guide, but under no circumstances guarantees product usage.

The CBC will provide Selected Distributor(s) with information concerning the availability of USDA Foods which may impact purchase levels. Selected Distributor(s) should communicate regularly with the appropriate Directors to obtain this information.

CBC parties have forecasted total amount of produce they intend purchase. CBC parties have requested approximately \$400,000 in DoD funds to be used for domestic fresh produce.

- 3.9 **Proposal Submittal:** Distributor must furnish all information noted in this RFP, per CBC's issued Forms, when appropriate, or on Distributor's letterhead, when appropriate and have required signatures.

1. Proposals that fail to meet the mandatory requirements of the RFP may be deemed non-compliant, and thus may be disqualified. Verbal information provided by Distributor shall not be considered part of Distributor's proposal. The content of a proposal submitted by a Distributor is subject to verification. Misleading or inaccurate responses shall result in disqualification.
2. Distributor must acknowledge and explain any proprietary information, that is, information that must be treated as confidential at the time of submitting the proposal. Distributor must submit in separate sealed envelopes one (1) original and fifteen (15) copies of the confidential information. The envelopes must be clearly labeled as proprietary information. The Distributor's name and RFP Name (CBC 2024) must also be clearly labeled on the envelopes. The confidential material must be excised from the proposal in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.
3. Modifications, additions or changes to the terms and conditions of this RFP may be a cause of rejection of proposal. Distributors must submit all information on CBC's official forms or as specified in the RFP. Any RFP submitted on company forms may be rejected.
4. Erasures or the use of typewriter correction fluid on proposal forms is not acceptable and may result in the rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal. No proposals shall be altered or amended after the specified time for opening.
5. Sealed proposals will be received until 2:00 PM, Central Daylight Time, May 15, 2024 at
West Des Moines Community Schools
3550 Mills Civic Parkway
West Des Moines, Iowa 50265-5556
6. Proposals that arrive after the required time at the specified location will not be considered. It is the responsibility of Distributor to ensure that the proposal arrives at the required location by the required time. Postmarking by the due date will not substitute for actual receipt of the proposal. The Districts shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail, and telegraphic proposals will not be accepted. A submitted proposal shall remain valid for at least sixty (60) days from the

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proposal submission date.

- 3.10 **Proposal Opening:** As of 2:00 PM CDT on May 15, 2024, proposals in hand will be publicly opened. The names of Distributors, Package Summary Pricing including each Group total dollar amount and handling fee for Supplemental products, Handling Fee for Unknown/Future Products, reduction in handling fees/delivery charges from Manufacturer's Drop Shipment to a CBC party, Prompt Payment and Late Payment Fees, and Delivery Charges from the *Request For Proposal Summary*, Attachment C will be read aloud and recorded. Time is local time at the designated location.
- 3.11 **Original Documents:** All proposals become the property of the CBC and shall not be returned to Distributor unless all proposals are rejected or the RFP is cancelled. In either event, Distributors will be asked to send prepaid shipping instruments to the CBC for return of the proposals submitted. In the event the CBC does not receive shipping instruments, CBC will destroy the proposals.
1. At the conclusion of the selection process, the contents of all proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.
 2. The CBC may treat all information submitted by a Distributor as public information following the conclusion of the selection process unless Distributor properly requests that information be treated as confidential at the time of submitting the proposal.
 3. By submitting a proposal, Distributor agrees that the CBC may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. Distributor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party.
 4. Original documents may be reviewed by appointment at Learning Resource Center, Nutrition Services, West Des Moines Community Schools. Contact Willow Kriegel for an appointment.
- 3.12 **Product Data Sheets:** CBC requires Product Data Sheets for all food products that do not have a Standards of Identity. Product Data Sheets must be compiled into a book or in an electronic medium and given to all CBC parties by the Selected Distributor(s) by August 20 of each school year. Each CBC party will choose the appropriate medium and may choose to receive both the paper and electronic form. In the Narrative section, Distributor will provide a statement on how they plan to provide the product data sheets that are current and accurate including when and how information will be updated. **Failure to provide required Product Data Sheets or approve equivalent may be grounds for termination of the contract.** Selected Distributor(s) shall provide new product data sheets within five (5) business days after request by the CN Director, or designee throughout the school year.
1. Product data sheets shall include, but will not be limited to ingredient; allergens (including statements that indicate a possible allergenic contamination), nutrition information statements, CN label for meat/meat alternates and bread products, pack sizes, instructions for preparation/serving, date and signature of company official verifying information is accurate, and other pertinent product information.
 2. For CN labeled products, the label should be printed on the outside of the master carton, included as an insert in each master carton, or on signed and dated product data sheet that is on file in the CN office. The mandatory label must include:
 - a. Product name
 - b. Packaging date
 - c. Processor Name
 - d. Processor Lot Number
 - e. CN label

- f. All ingredients, including seasonings, must be listed in descending order by weight.
- g. Allergens, including statements similar to “processed in a plant that may also contain traces of ...” or “may contain ...”.

3.13 **Material Safety Data Sheets:** N/A

3.14 **Ordering Procedures:** CBC prefers an on-line ordering process with ability to interface with CBC party CN software. Ordering procedures for the CBC parties vary from one person to several CNP employees ordering. Separate account numbers must be maintained for each delivery site. In narrative section, describe Distributor’s expectation of the ordering procedures, including but not limited to when orders must be placed to ensure delivery times, lead-time requirements, and how to provide information. If ordering procedures are different for the various Packages indicate procedures.

1. Order Guides will follow the same grouping, order, and alphabetical terminology as in RFP. If Internet-based, electronic ordering system is used, Selected Distributor(s) will provide training on use of the ordering system to necessary CBC party personnel. Updating of the computerized order guide (product data base) will be done weekly in an effective and standard electronic method and form for all delivery locations.
2. Selected Distributor(s) will maintain current master order guides with new products and special order products for each CBC party. Changes will be reviewed as they occur. Selected Distributor(s) must block non-Proposal products from electronic ordering systems available to the CBC party as requested.
 - a. Selected Distributor(s) must have the capability of reserving product ordered from the time of transmittal of orders when product is ordered in advance to prevent out of stocks (i.e., order placed Thursday, is reserved until delivery on Tuesday). The CBC parties will provide menus to Selected Distributor(s) by the 20th of the month for the next month.
 - b. Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
 - c. Some CBC parties may require certain products for students with special needs. Selected Distributor(s) will do everything in their power to provide these products, i.e. lactose-free milk, gluten free products.
3. Orders will be transmitted electronically or by fax as mutually agreed upon by Selected Distributor(s) and the CBC party.
 - a. Selected Distributor(s) may be required to provide assistance to CBC parties to set-up and utilize existing technology by providing computer software and training for on-line account management. Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing. Selected Distributor(s) will train selected staff on use of system at no additional cost to CBC parties. The order guide will be updated weekly at a specified time of day and week in a timely and efficient manner (A maximum of 25 minutes online should be all that is required to place an order). Incompatibility and inefficiency of software would be grounds for rejection of any Proposal or termination of the Contract.
 - b. It is an expectation that Selected Distributor(s) would work with CBC parties to provide the program for direct transmission of orders from current Nutrition computer software to Selected Distributor(s).
4. CBC parties may order Unknown/Future Products stocked by Selected Distributor(s). The product will be purchased at Selected Distributor(s) cost plus the approved handling fee indicated on *Request For Proposal Summary* form, Handling Fee by Group Supplemental Products (Attachment C). Unknown/Future Products purchased will be subject to audit.
5. The CBC parties may request Unknown/Future Products not identified on *Excel*

Spreadsheet for Pricing, (Attachment D) and not regularly stocked at the Selected Distributor's product cost plus the established handling fee as shown on the *Request For Proposal Summary*, Unknown/Future Products Handling Fees (Attachment C). The CBC parties agree to purchase all cases of non-regularly stocked product.

6. Sales to any individuals are strictly prohibited. Sales to school sponsored groups may only be authorized by a CN Director or designee.

3.15 **Substitutions:** All substitution requires the prior approval of the relevant CBC party's CN Director or designee. If Selected Distributor(s) is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received. **Describe substitution policy and procedures.** Approved substitutions will not reduce Selected Distributor(s)'s fill rate (see section 2.10). Pre-approved substitutions may be determined in advance by each CBC party. For example, if 138 count red delicious apples were ordered, but only 125 count red delicious apples were available, then 125 count red delicious apples could be sent. However, Director or designee must be notified because the number of cases might have to be changed.

1. In the event of significant price escalations, a CBC party, at its sole discretion, shall have authority to discontinue purchasing that product and Selected Distributor(s) shall be prepared through a school account representative, to offer acceptable substitutions at equal or lower cost.
2. Selected Distributor(s) will notify CBC parties at least 30 days prior to processed product changes, including but not limited to, manufacturer, house brand packer, pack size, discontinuations, etc. Selected Distributor(s) will coordinate product transition to achieve a mutually beneficial result for all parties.
3. Selected Distributor(s) will not drop or discontinue a product required by CBC parties without 30 days' notice unless a suitable replacement is found.
4. Each substitution should be labeled clearly as such on each invoice with a separate product code. Substitutions should exist only in emergency situations. Even though a CBC party employee signs the invoice for a non-approved product, CN Director or designee may return the product. Product-to-be-returned must be picked up within seven days unless other arrangements have been made.
5. Excessive substitutions as determined by the CBC party may jeopardize future business from the CBC or invoke contract termination proceedings.
 - a. Selected Distributor(s)'s representative must contact the CN Director, or designee, no later than two (2) business days in advance in writing (emailed or faxed), to request a substitution approval. Any substitution that is not approved, in advance, in writing by the CN Director or her/his designee, may be rejected.
 - b. For the sake of meeting delivery schedules, Selected Distributor(s) may deliver any pre-approved brand substitute, at the same or lower portion cost, with a minimum of 24 hours notification and prior written approval of the CN Director, or designee.
 - c. Appropriate substitutions for allergens N/A
 - d. If a substitute product is not approved by the CN Director, or designee, the CBC party shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. Selected Distributor(s) shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. Selected Distributor(s) shall have no basis to complain that the substituted product purchased could have been purchased at a lower price and therefore want the cost differential to be lowered. CBC will subtract cost difference of Proposal price and another source's purchase price from Selected Distributor(s)'s next payment.
 - e. To meet food safety and recall regulations, Selected Distributor(s) will notify the CN Director, or designee, whenever there is a change of Proposal product sources,

especially when any non-domestic agricultural products are substituted for domestic agricultural products.

- 3.16 **Delivery:** Schools and other locations requiring delivery are listed on the CBC profile sheets. A map of the locations will be available upon request.
1. All shipments shall be delivered FOB: Destination – no freight allowed.
 2. All trucks used in the delivery of products must be cleaned and washed as necessary to maintain sanitary conditions.
 3. Each delivery must be made in a single vehicle which will adequately protect products in accordance with manufacturer's recommendations and current Food Code. Types of delivery vehicles used may be impacted by facility and Selected Distributor(s) should be acquainted with facilities. If submitting a proposal for refrigerated products, discuss how TCS foods will be maintained at the appropriate temperatures. Check current Iowa Food Code for specifics.
 4. To provide consistency and familiarity with the individual facility, personnel, products, and requirements, it is preferred Selected Distributor(s) schedule the same driver(s) to each CBC party.
 5. Deliveries shall be made to CBC parties on a regular schedule between hours that are mutually agreed upon. Any deviation from the schedule will require notification of the CN Director, or designee.
 6. Delivery schedules shall be submitted by Selected Distributor(s) to the CN Director for approval two (2) weeks prior to the first delivery and remain constant from week to week. To the degree possible, delivery routes should feature dedicated trucks that deliver in sequence to CBC parties on a predictable timetable. Conflicts with arrival and departure of students may require changing delivery routes for safety concerns.
 7. Deliveries shall be made Monday through Friday except school holidays or closing days (due to inclement weather).
 - a. When holidays or closing days fall on scheduled delivery day, deliveries shall be made on the next school day, the day before the holiday, or on planned alternate schedule that is acceptable to both Selected Distributor(s) and each CBC party. (The CBC parties' Calendars are available upon request.)
 - b. The CBC parties will make efforts to provide advance notification to Selected Distributor(s) in the event of weather related closings. Local radio, television stations and District websites show school closing. On days of closing due to inclement weather, the CN employees may not be able to get to work; therefore, arrangements must be made for mutually acceptable delivery times.
 - c. If delivery should occur so late as to cause payment of overtime rates (after 2:00 pm) for school foodservice staff, that dollar amount incurred will be deducted from the invoice if the late delivery was the fault of the Selected Distributor(s).
 9. Special deliveries will be required only if a Selected Distributor(s) fails to deliver a product on a regularly scheduled delivery, in which case Selected Distributor(s) shall make delivery within 24 hours or as otherwise requested by the CBC party Director. If the special delivery is because of Selected Distributor(s)' fault, no special delivery charge will be assessed to the CBC party.
 10. If a product is omitted from an order by Selected Distributor(s), or is delivered in unacceptable condition (damaged containers or product, for example) replacement delivery must be made within 24 hours, or at a longer time span if approved by the CN Director, or the approved designee.
 11. Cartons/broken cases must be marked with appropriate product identifying information as indicated on the Purchase Order and packaged in containers that are new, appropriately designed for the products, and sturdy enough to protect the products in the loading, transit, unloading, and storage process.

12. Drivers must deliver products into cooler, or storeroom as designated by the CN employee. Drivers are not required to stow products on shelves, nor remove containers from master cases.
 13. Drivers will require authorized CN employee to verify accuracy of products, total quantities, and condition of merchandise. Variations from the delivery ticket, such as shortages, damages, miss picks etc., must be noted on each ticket and initialed by both the driver and CN employee.
 14. Continual problems with deliveries, including drivers, may be grounds for termination of the Contract.
- 3.17 **Payment Terms:** CBC strives to maintain processes that ensure prompt payment for goods and services received. Upon receipt of statement and resolution of all credits, CBC parties will make payments within thirty (30) days and in accordance with the terms of this contract. All statements received for payment will be processed in compliance with each CBC party's policy.
1. **Credit Memorandums:** Selected Distributor(s) shall issue credit memorandums for returned/picked up products within ten (10) business days from the request to do so. Failure to issue credit memorandums in a timely basis shall constitute grounds for withholding Selected Distributor(s) payments without a late fee penalty.
 2. **Payment Considerations:** No adjustments will be made in aggregate prices to account for either prompt payment discounts or late payment fees. Prompt payment discounts and late payment fees may be considered in the assignment of points.
 - a. **Prompt Payment Option:** Selected Distributor(s) may propose prompt payment discounts if they choose. There is no requirement for extending prompt payment discounts. Bidders that do NOT propose payment discounts, however, may NOT include in their proposal any penalty to schools based on late payment.

Selected Distributor(s) proposing prompt payment discounts must clearly describe the discount in percentages, the maximum period of time in days that may elapse from billing date for the discount to be taken and the maximum number of days that may elapse from billing date for the payment to be considered past due. This information must be included on the *Request for Proposal Summary*, Attachment C.

For example, "2/10 net 30" means the school must pay within 30 days of the statement date, but will receive a 2% discount if payment is made within 10 days of the statement date.
 - b. **Late Payment Fee:** These fees must be described in percentages assessed per MONTH. Penalties may begin to accrue no earlier than the 31st day after receipt of statement and resolution of all credits.
 3. **Fill Rate Penalty:** *N/A*
 4. **Fill Rate Penalty:** There is no fill rate penalty for produce. **Penalties:** As described in Section 3.15, a penalty will be deducted from each CBC party's invoices in connection with substitution issues.
- 3.18 **Communication:** Distributors will provide a list of contacts for each CBC party on *Distributor Information* form (Attachment H). Selected Distributor(s) shall designate sales staff to work with the CBC parties.
1. **Price Changes:** CBC encourages Distributor(s) to provide an extended bid price for items, such as prepared salads, cut and processed lettuce, or baby carrots. Otherwise prices will be good for one week.
 - a. Prices on the electronic order guide must be current and will include the handling fee.
 - b. The regular weekly updates on the order guides shall reflect any price changes or product additions/deletions.

- c. Prices committed as being *firm* as noted on the spreadsheet as “Item Good Thru Date” shall not change for the time period noted on the proposal.
 - d. A schedule for up-dating prices must be submitted with Proposal.
 - 2. **Reports:** Selected Distributor(s) will provide product purchasing reports and summary information by delivery location, CBC party, and summary for all CBC parties. Selected Distributor(s) will verify with Willow Dye or the CN Director the length of period and other specifics, such as format and sites. The sortable Excel spreadsheet will list number of cases for all products purchased and total dollar amounts for each product.
 - 3. **Special orders:** Distributor’s representative will keep CBC parties informed of special order status.
 - 4. **Forecasting:** CBC parties will provide Selected Distributor(s) with a system of forecasting purchases with sufficient lead-time to ensure successful fill rates as described in section 2.10.
- 3.19 **Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of CBC parties’ purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the Contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the CBC, State, and Federal representatives and auditors in accordance with federal regulations. Selected Distributor(s) must ensure that any such records held by a subcontractor are likewise subject to these provisions.
- 1. **Audits:** Access shall be granted by Selected Distributor(s) to CBC parties, State Agency, USDA, Comptroller 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 Distributor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. CBC parties may conduct audits to validate costs and compliance with agreement terms and conditions. CBC parties will allow a reasonable timeframe for Selected Distributor(s) to prepare files for its audit. Selected Distributor(s) will correct audit findings immediately or within thirty (30) days following notification of the errors. Audits may be made of Selected Distributors’ costs price records as follows:
 - a. Audits may be required at the end of the contract period.
 - b. Audits may also be made at any time during the term of the contract.
 - c. Audits may be made at the discretion of CBC at any time monthly price reviews indicate that a problem might exist.
 - d. Audits shall be made of the following:
 - i. Questionable price increases.
 - ii. Selected products showing price increases.
 - iii. Selected products showing no price changes.
 - iv. Substitution of cheaper brands or grades.
 - e. A full review may be undertaken when circumstances are questionable.
 - f. Selected Distributor(s)’s purchase invoices, receiving invoice records, and other documentation required to substantiate supplier’s costs, will be made available for audit as outlined above.
 - g. Any audit, which results in a 2% discrepancy over prices, will be paid for by Selected Distributor(s).
 - h. A pre-RFP award audit may be completed.
 - i. Professional audits could be conducted by a company such as McGladrey and Pullen or the Business Managers from the various districts. State and Federal agencies that control CN funds could also conduct an audit.
 - 2. **Audit Procedures:** All products included in the *Excel Spreadsheet for Pricing* (Attachment D) are subject to post-award audits. For a post-award audit conducted by

the CBC, Selected Distributor(s) will be given a three (3) week notice of the intent to conduct an audit prior to the post-award audit. A list of products to audit will be provided to Selected Distributor(s) prior to the audit. The post-award audits will be conducted by CBC at Selected Distributors' business office, or the CBC may request the documentation be mailed to them for review. Post-award audits may be conducted as frequently as deemed necessary by CBC.

3. ***Unresolved Audits:*** In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

4.0 PRODUCT REQUIREMENTS

4.1 **General Requirements:** All products shall conform to the minimum requirements of Federal and State regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products supplied by Selected Distributor(s) will comply with Standards of Identity, Quality and Fill and Drained Weights as described in relevant federal regulations.
2. All foods, especially TCS foods, will be handled according the latest Iowa Food Code or other Iowa Codes that govern the products.
3. With respect to any products that are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Distributor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the Manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
5. Random sampling and testing of products will be performed by CBC. Should any Product fail to meet specification, quality or condition as awarded, CBC will require the Selected Distributor to remove any such Products from every CBC party; provide full credit for the total value of removed product; and reimburse CBC parties for any cost.
6. If product origin is not listed on the case or broken cases, Selected Distributor(s) will be required to provide country of origin when a CBC party requests the information.
7. Distributors are required to complete the *House Brand and Grade Identification Chart* (Attachment L) for all dry, canned, or frozen fruits and vegetables and seasonings. CBC parties must be able to identify all labels they will receive on the House Brand and Grade Identification.

4.2 **Student Acceptance:** Samples of each selected product shall be submitted for student taste testing either prior to bid opening or part of the product selection process when more than one product was bid for a specific line product. A pass/fail taste test of the samples provided will be conducted to determine acceptability. Product must pass 60% or more of the total student sample group. Taste failure will eliminate the product from the approved products and another product will be selected. CBC parties reserve the right to determine taste acceptability based on results of tasting with students and the CBC parties.

4.3 **General Terms:**

1. ***Individually Quick Frozen (IQF):*** N/A
2. ***Child Nutrition (CN) Label:*** N/A
3. ***Geographical Preferences:*** Federal procurement regulations specifically prohibit the use of in-state or geographical preferences in the evaluation of proposals except where permitted by federal law, such as the 2008 Farm Bill which amended the Richard B. Russell National School Lunch Act to encourage CNPs to purchase unprocessed locally grown and locally raised agricultural products.
 - a. For this RFP, locally grown/raised will mean within a 200 mile radius of Des Moines, Iowa.
 - b. Unprocessed agricultural products mean only those agricultural products that retain their inherent character. Examples of allowed processing include size adjustments such as grinding beef, freezing fresh vegetables, and bagging raw vegetables into individual serving size packages.

4.4 **Fruits and Vegetables – Fresh:** Pricing for fresh produce will be updated weekly with new pricing communicated to the CBC party by a mutually agreeable electronic method. Notification to the CBC

party shall be made in advance of the effective change date. The Agricultural Marketing Services Report from Chicago, IL or St. Louis, MO will be used to monitor weekly pricing by Selected Distributor(s). Selected Distributor(s) shall report the market to be used to verify pricing for the CBC party. The Agricultural Marketing Services may be accessed at the following web address:
<http://www.marketnews.usda.gov/portal/fv>.

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

1. ***All Fresh Produce***
 - a. Describe procedures for ensuring TCS foods are held at appropriate temperatures during handling, shipping, and storage. Include procedures used if a product is not at appropriate temperature as defined by current Iowa Food Code when delivered to Distributor and when delivered to the CBC party.
 - b. How do you ensure the degree of maturity meets the CBC specification, for example, green tipped bananas and ready to serve melons? What percent of product decay is acceptable?
 - b. What is the return procedure and time frame?
 - c. How do you handle shortages/outages?
 - d. All fresh produce must be grown and handled according to GAP (Good Agricultural Practices). A GAP certification or evidence of other food safety certification may be required by CBC of any fresh produce producer/packer.
2. ***Domestic and International Produce***
 - a. What grade range is acceptable? What percent can be below the grade specified?
 - b. What are normal pack sizes? Explain procedure for smaller pack sizes.
3. ***Local Fresh Produce***
 - a. How will CBC parties know the source of the local foods? Does grower have any promotional material so CBC parties can promote local foods?
 - b. How is the product packed? Are there normal pack sizes? If yes, what are the pack sizes? Does pack size vary between growers?
 - c. **GAP Certification (or other food safety certification) must be provided for local foods sold to the CBC parties. Certification will be required at the time the product is delivered.** *Checklist for Retail Purchasing of Local Produce* by Iowa State University Extension, March 2009 should be used as a reference.
4. ***DoD:*** Distributor that can provide DoD fresh produce will be viewed favorably.

5.0 INSTRUCTIONS FOR COMPLETING *EXCEL SPREADSHEET FOR PRICING*

- 5.1 **Product Specifications:** The products listed herein are identified by commonly understood terminology. The product specifications are the result of thorough research and represent the latest information available. If Distributor requests a change pack size, inform the CBC by using the *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size*, Attachment M. No glass jars will be accepted.
- 5.2 **Errors and Omissions:** CBC reserves the right to waive minor technicalities, correct mistakes or omissions of line products of which specifications or information may be misleading or inaccurate. Minor technicalities, errors, and omissions are the sole domain of CBC Evaluation Committee.
- 5.3 **Product Line Numbers:** Line numbers attached to products will remain uniform and constant throughout the Contract school year and subsequent renewal years. The original product list will be alphabetically in each group. Products are listed alphabetically in each group, which means that when a new product is added it will be inserted alphabetically in each group. Therefore,

products will not necessarily be in numerical sequence.

- 5.4 **Price Rounding:** The price offered for a case should be two (2) decimal places (.00), for pounds price should be three (3) decimal places (.000), and for broken cases a maximum of four (4) places (.0000) beyond the decimal. The *Excel Spreadsheet for Pricing*, Attachment D has embedded formulas for price extension that will round extended price to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).
- 5.5 **Allowable Costs:** In accordance with applicable federal regulations, for all cost reimbursable contracts:
1. Allowable costs will be paid to the Selected Distributor(s) net of all discounts, rebates and other applicable credits accruing to or received by the Selected Distributor(s) or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the CBC party;
 2. The Selected Distributor(s) must exclude all unallowable costs (i.e., those that cannot be paid with federal funds) from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
 3. The Selected Distributor(s)'s determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 4. The Selected Distributor(s) must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the CBC party for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The Selected Distributor(s) shall report this information on an at least monthly basis;
 5. The Selected Distributor(s) must identify the method by which it will report discounts, rebates and other applicable credits allocable to the Contract that are not reported prior to conclusion of the Contract; and
 6. The Selected Distributor(s) must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the CBC party, the State agency, or the USDA.
- 5.6 **Products:** Distributors should quote a price for ALL products listed
1. Actual prices, allowances, and handling fees on the *Excel Spreadsheet for Prices* (Attachment D) are required for the Primary Products.
 2. Supplemental Groups N/A
 3. **Selected Distributor(s) may negotiate with a District to find an alternate acceptable product(s).**
 4. CBC parties will try to coordinate product requirements in order to minimize the number of products Selected Distributor(s) is required to have on hand.
- 5.7 **Packages:** The Produce RFP has one (1) package:
1. **Package Award** –Not all CBC parties will award the package to the same Distributor.
 2. Package Evaluation N/A
 3. Package Award N/A
 4. **Award Expectation** – Selected Distributor(s) will be expected to provide all products in the awarded package in accordance with terms and conditions of this RFP.
- 5.8 **Information:** *Excel Spreadsheet for Pricing*, Attachment D.
1. **Estimated Bid Quantity** – CBC parties have entered combined estimated annual usage for each product that they plan to purchase next year in the column labeled Est. Bid Qty

- (light yellow colored cell)
2. **DO NOT ADD OR DELETE LINES** – The bid document is designed to compute quantities for various pack sizes. It is imperative that Distributors do not alter the bid document format. Manipulating worksheets, lines, or columns may be grounds for disqualifying the Proposal.
 3. Enter the most common Pack size that is carried in your organization. If your most common Pack size is not listed in the specification, please submit a *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size* form, Attachment M for approval.
 4. **Ditto marks or similar indications of repetition are NOT permitted** and their inclusion will render the proposal as non-responsive.

5.9 **Instructions** for completing spreadsheet columns *Excel Spreadsheet for Pricing*, Attachment D. The example is from Package II.

Item #	Description	Approved Brand Name	Vendor Pack	Pounds Per Case	Bid Unit	Distributor Code #	Cost to Distributor	Case Allowance	Handling Fee	Cost Minus Allowance Plus Fee	Est. Bid Qty	Total Price	Cost Per Pounds	Good Thru Date	Source of Allowance	Allowance Good Thru Date	Shelf Life	Order Lead Time	Special Order
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Step 1: Open bid document and click on the first worksheet: “Produce”. You must put the company name in the cells after the words “Distributor Name” that has a line.

Step 2: **Entries Made by Distributor**

For Group M Fresh Produce, In addition to instructions for all groups, enter the following information.

- Distributor Code # – enter distributor’s inventory code number
- Cost to Distributor – enter manufacturer’s cost delivered to Distributor’s warehouse in the first green cell on the line that has the product brand that you are bidding.
- Case Allowance – enter allowances (volume discounts) manufacturer, supplier, self-funded, or other sources provided as a reduction in case cost in place of a guaranteed price.
- Handling Fee – enter Distributor handling fee for providing and delivering the product in the next green cell. Handling fee must be entered for every product. Good Through Date – enter the date that the price provided remains good through.
- Good Thru Date – Date the manufacturer or Distributor will guarantee the product price. If no Item Good Thru Date is indicated, leave this field blank.
- Source of Allowances – Identify allowance source.
- Allowance Good Thru Date - Date the manufacturer or Distributor will guarantee the allowance. If no Allowance Good Thru Date is indicated, CBC will take the allowance for the entire contract period, 2024-2025 school year
- Vendor Pack – enter distributor or manufacturer pack size for item
- Indicate either Servings or pounds per cs – enter either svg or lb in this field
- Indicate # Servings or lbs per cs – enter **ONLY** numbers in this field. For example, if svg is indicated in the per cs column then enter 125 for count of apple in case. If lbs is indicated then enter total pounds per case, i.e., 12 for 4/3# of broccoli florets.
- Shelf Life – indicate the normal shelf life for product once the school receives the product.
- Order Lead Time- if additional time will be required to receive the product, indicate the amount of time
- Special Order - indicate if the item is not normally stock at the warehouse that will deliver to CBC schools.

Step 3: **Calculations Performed Automatically – DO NOT MAKE ENTRIES INTO THE COLUMNS or CELLS noted below.** The extended price will be correct only if case pack or servings per case are exactly the same as the product quoted.

- Cost minus Allowance plus Fee – calculated by formula to add cost to distributor minus allowances plus handling fee.
- Bid Qty – the spreadsheet calculates the number of units needed for each approved brand based on servings per container.
- Total Price – the spreadsheet calculates the Unit Price plus Handling Fee times the Bid Qty and enters the total in this column. Spreadsheet will round prices to two (2) decimal places (.00).
- Cost per serving – the spreadsheet calculates the cost per serving and enters the results in this column.
- Subtotal or Total – the spreadsheet adds total price for each product and enters a sheet total at the **bottom** of each spreadsheet.

Step 4: **RECAP Sheet – N/A**

Step 5: ***Request For Proposal Summary, Attachment C – Distributor MUST Enter***

- Group Subtotal Dollar Amount from spreadsheet and Unknown/Future Products Handling Fees
- Prompt Payment and Late Payment Fees
- Delivery Charge
- Sign and date document.
- NOTE: If Request for Proposal Summary is not completed accurately, it may be grounds for rejection of Proposal.

Step 6: **Final Step – Print** every sheet, make eleven (15) copies, and **copy file** to fifteen (15) electronic medium (flash drives) to submit at the proposal opening.

6.0 FORMS AND CONTENT OF PROPOSALS

- 6.1 These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.
1. The submittal includes one (1) original and fifteen (15) copies of the RFP required documentation and electronic media. The original and each copy shall be submitted in separate sealed envelopes. If the original or a copy requires more than one envelope, the envelopes shall be numbered in the following fashion: 1 of 3, 2 of 3, etc. The envelopes shall be clearly labeled with the following information:

RFP CBC Produce 2024	Original or Copy (as applicable)
Envelope number (i.e., 1 of 3)	Date
Distributor's Name and Address	
 2. If Distributor designates any information in RFP as confidential, Distributor must submit the information pursuant to Section 3.9.2.
- 6.2 Distributor will complete *Request for Proposal Summary* form (Attachment C), which includes the following:
1. Package Summary Pricing
 2. Unknown/Future Products Handling Fees
 3. Reduction in Handling Fees/Delivery Charges for Manufacturer's Drop Shipment
 4. Delivery Charges
- 6.3 The following documents and responses shall be included in the proposal **in the order given below:**
1. Distributor must sign and submit the *Terms and Conditions of Acceptance* (Attachment A) in which Distributor shall agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If Distributor objects to any term or conditions, Distributor must specifically refer to the RFP page and section of the corresponding section on Attachment A. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify a Distributor.
 2. Distributor must sign and submit a *Proposal Certification and Contract Award* (Attachment B) for each CBC party in which Distributor shall certify that the contents of the proposal are true and accurate. A copy from each CBC party will be returned to Selected Distributor(s) once the Contract has been awarded by the party's Board of Directors.
 3. Distributor submit the following
 - a. *Request for Proposal Summary*, Attachment C
 - b. *Excel Spreadsheet for Prices*, Attachment D
 - c. *Certification of Independence and No Conflict of Interest*, Attachment E
 - d. *Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying*, Attachment F
 - e. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*, Attachment G
 - f. *Distributor Information*, Attachment H
 - g. *Certification Statement Regarding Buy Americans Provisions*, Attachment I
 - h. *Certification Statement Regarding Food Laws*, Attachment J
 - i. *Targeted Small Business (TSB) Program Certification*, Attachment K
 - j. *House Brand and Grade Identification Chart*, Attachment L
 - k. ***Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size, Attachment M, if required***

- 6.4 **Required Documents:** Distributor is requested to provide the following information:
1. Distributor's Code of Ethics or a written code of conduct standards
 2. Explain current purchasing procedures, including but not limited to
 - a. how and when buyers place orders for specific companies, fresh produce, local food, and DoD, if appropriate
 - b. electronic ordering
 - c. lead time requirements and ordering procedures, specify by company if necessary
 - d. maintenance of adequate inventory
 - e. communication with buyers to ensure product availability
 - f. how CBC parties will know what products are available
 - g. special orders
 - h. substitutions
 - i. fresh produce maturity, spoilage, grade, pack size, GAP certification
 3. Statement of certificates of insurance from issuing company or authorized agent including appropriate signatures
 4. List of at least three references of school districts of similar size to Districts including names and contact information
 5. List of products for 2024-2025 contract year that
 - a. have firm prices with good through dates
 - b. cannot be provided by Distributor
 - c. are normally Special Orders including lead time requirements
 - d. are not normally stocked at Distributor's warehouse that services school districts
 - e. are Distributor processed foods
 6. Schedule for up-dating prices
- 6.5 **Narrative Section:** Distributor will summarize, discuss, and clarify selected topics as identified in the RFP in the order listed below. No more than 13 pages (See 7.3.1.c). Information may be provided in tables or charts or similar depictions.
1. Explain any litigation, arbitration, mediation, administrative proceedings, etc.
 2. Explain volume discounts or allowances
 3. Explain how handling fee(s) were determined
 4. Explain prompt payment allowances
 5. Delivery fee including base fuel costs
 6. Describe how nutrition information will be maintained
 7. Describe Distributor's expectations on how CBC parties will order
 8. Describe ancillary services offered
 9. Computer interface and support
 10. Communication methods used to provide information to CBC parties
- 6.6 **Value Added Options and Services:**
1. Value Added Options and Services including, but not limited to product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the Proposal.
 2. Should Distributor choose to make Value Added Options and Services available to the Districts, a separate document, describing the specific value added features, must be submitted at the time of the Proposal opening. Documents describing value added options and services must be presented in a sealed envelope labeled Value Added Options and Services. The Distributor's name and RFP Name must also be clearly labeled on the envelope. Distributor must submit in separate sealed envelopes one (1) original and fifteen (15) copies of the information.
- 6.7 **Other Required Documents/Information**

Distributors must ensure that they provide any other documents or information requested by this RFP, including but not limited to responses to any addendums that may be issued to the RFP.

7.0 EVALUATION OF PROPOSALS

- 7.1 **Evaluation process:** CBC will use an evaluation matrix to determine which proposal provides the greatest benefits to CBC parties. The evaluation process is designed to award the contract not necessarily to Distributor of least cost, but rather to the responsible Distributor with the best combination of attributes to perform the required services and be most advantageous to the CBC parties' programs, with price and other factors considered.
- 7.2 **Evaluation Committee or Evaluation of Proposals:** CBC intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. CBC will use an Evaluation Committee to review and evaluate the proposals. At the sole discretion of the Evaluation Committee, Distributors may be selected for interviews as part of the evaluation process. Incomplete Proposals will not be considered by the Evaluation Committee. See *Request For Proposal Checklist* for requirements of a complete Proposal.
- 7.3 **Evaluation Criteria:** The Evaluation Committee will evaluate all qualifying proposals by Package and recommend awards using the following evaluation criteria, based on 100 possible points. Those items without points assigned will not be used in computing the score received but will instead be used as a basis for possible disqualification. The maximum possible score for each criterion is shown. Each criterion is further described below.

Criteria	Location of Details	Maximum Score
Price	7.3.2.a	45
Completeness of product line	7.3.2.b	20
Distributor reputation	7.3.2.c	5
Computer capabilities	7.3.2.d	10
Service characteristics; Ancillary services	7.3.2.e	20

1. **Evaluation:** There are three sections to the evaluation process as identified in the RFP: Completed Attachments, Required Documents/Information, and Narrative Section. Succinctly describe key points as required in the RFP.
 - a. Completed Attachments – Ensure that all attachments are thoroughly completed with signatures and dates when requested. Incomplete documentation may result in rejection of the Proposal.
 - b. Required Documents/Information – Distributors must provide documentation and other information on Distributor's letterhead; explain in detail current processes or implementation plans; and provide lists or schedules. Provide documentation as succinctly as possible, yet thoroughly explain required information.
 - c. Narrative Section The narrative must not exceed ten (10) typewritten single sided pages, double spaced, with margins no less than one (1) inch, eleven point type or larger. May provide the information in tables or charts or similar depictions. Do not

count attachments. DO NOT include a cover sheet, brochures, flyers, pamphlets, catalogs, price lists, manufacturers' information, videos, CDs or DVDs, other electronic materials or similar materials.

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

- a. **Price:** Maximum of forty-five (45) points

Objective: Distributor submitting a complete and fully responsive bid, with the lowest aggregate extended price net of all allowances (hereafter, lowest price) will be awarded the most points in each Package. Distributors submitting complete and fully responsive bids for prices greater than the lowest price will receive proportionately fewer points.

Subjective: Evaluators will consider how Distributor will track volume discounts, rebates, allowances.

- b. **Completeness of product line:** Maximum of twenty (20) points

Objective: Distributor submitting the most complete, fully responsive Proposal for each Package will be awarded the most points in each Package. Distributors submitting complete and fully responsive Proposal with fewer products per Group represented will receive proportionately fewer points.

Subjective: Evaluators will consider adequacy of inventory, including simple, smooth, seamless method to ensure timely delivery of special order products and outages in adequate quantities as quickly as possible, products that are not or will not be carried as regular inventory. Points will be awarded based on Distributor's demonstrated capacity to carry the entire product line as regular inventory in quantities adequate to meet the CBC needs.

For Fresh Produce Package, evaluators will consider ability to facilitate buying local produce and Distributor's explanation of steps taken to ensure *reasonable care* has been taken to ensure produce is safe for student consumption. CBC will look favorably if a Distributor can handle DoD produce.

- c. **Distributor reputation:** Maximum of (5) points

Subjective: Points will be awarded based on references and other documents provided by Distributor and the past performance (if any) of Distributor with the CBC parties. Performance will include, but is not limited to experience, qualifications, past performance, and references. At the sole discretion of the evaluators, references may be contacted and interviewed about their experience with Distributor. CBC reserves the right to contact school districts other than those listed as references.

- d. **Computer capabilities:** Maximum of (10) points

Subjective: Points will be awarded based on Distributor's ability to provide services to the CBC electronically, such as operational and sales reports, electronic billing, and credit procedures. This will include, but not limited to, Distributor's ability to accept orders electronically, provide reports using electronic methods, and provide billing and credit information, provide accurate, current nutritional information including Distributor processed products, MSDS sheets.

- e. Service characteristics; Ancillary services: Maximum of twenty (20) points

Subjective: Points will be awarded based on the efficiency of Distributor's ordering system to minimize the time lapse between ordering deadlines to pick times to delivery times, the efficacy of methods to ensure delivery of the full order in full quantities with no substitutes or outs, the suitability of delivery days and times to meet the needs of the CBC and ancillary services, such as, dietitians, training opportunities, and special services, etc.

7.4 **Pre-Award Audits:**

1. At the time of Proposal review, CBC Audit Committee may conduct a Pre-award Audit of products selected from the *Excel Spreadsheet for Pricing*, Attachment D. The audit will be conducted as a means of determining and/or verifying the prices quoted by Distributor. Distributor shall provide acceptable documentation to CBC to conduct pre-award audit, including but, not limited to the following:
 - a. Actual manufacturer's invoices
 - b. Freight bills
 - c. Perpetual inventory records
 - d. Recognized Market bulletins – used for price changes in Distributor's manufactured products
 - e. Documentation of discounts, rebates, allowances, and other procurement incentives intended for CBC parties received by Distributor(s) from the manufacturer/supplier
2. An original Manufacturer's signed confirmation will be acceptable documentation for Proposal pricing received, but not yet purchased. Such confirmations must include the authorized Manufacturer signature on company letterhead. In addition, the confirmation must reference the pricing as specifically for the CBC. The extent and method of this audit will be at the discretion of the Audit Committee. Written quotes and/or any other documentation to ascertain whether these products reflected the lowest quotation used will be requested and reviewed during the audit.
3. Selected Distributor(s) shall agree to allow CBC on the premises during normal work hours. All facilities and records pertaining to transactions related to the CBC are subject to inspection and review by the CBC at any time during normal work hours.

- 7.5 **Proposal Selection:** Upon completion of evaluation of proposals, CBC shall negotiate with Distributor that submits the most responsive proposal. Contract award is contingent upon each CBC party and Distributor reaching mutually agreeable terms as memorialized by the Proposal Certification and Contract Award. Other Distributors that have submitted proposals will be notified when negotiations have been completed.

CBC parties reserve the right to:

Waive any irregularities or informalities in proposals;

When in the best interest of the CBC parties, 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 CBC deems appropriate;

and/or enter into such contract or contracts as shall be deemed to be in the best interests of the CBC parties.

Distributor has the right to withdraw its proposal if CBC changes the type of contract as described in Section 3.2.

8.0 **AWARD AND POST AWARD INFORMATION**

May 1, 2024

- 8.1 **Notice of Intent to Award:** CBC will issue Notice of Intent to Award letters to all Distributors who's Package Proposal will be recommended to each CBC party's Board of Directors for Contract approval. The Contract will be final when approved by each CBC party's Board of Directors.
- 8.2 **Award:** In accordance with each CBC party's policies, if any or all parts of Distributor's Proposal are accepted by the CBC party, the Board of Directors of each such party shall affix its signature on the *Proposal Certification and Contract Award* (Attachment B) and collectively this RFP and Distributor's Proposal in response thereto shall become the Contract and shall represent the entire agreement between the CBC party and Selected Distributor.
- 8.3 **Appeals:** Distributor whose proposal has been timely filed and who is aggrieved by the award of a Contract to another Distributor may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date of the initial award of Contract by the first CBC party to make such an award, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the RFP and/or award of Contract.

An appeal will be considered by the administrator designated in the 28E Agreement for the CBC, unless the Distributor did not submit a timely, responsive proposal or is not otherwise an aggrieved party, or the Distributor did not file a timely appeal or a prior appeal by the same Distributor relating to the same Contract award has been considered, or the appeal is deemed by the designated administrator to be capricious, frivolous, or without merit on its face.

The burden of proof on appeal lies with the Distributor. The evidence presented must specifically address and be limited to allegations concerning one or more of the following:

1. Violation of state or federal law;
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award.

The appeal will be reviewed by designated administrator, who will provide a written response to the Distributor. The decision of the designated administrator shall be final.

- 8.4 **Contract Maintenance:** CBC will meet with Selected Distributor(s) at a minimum of one (1) time per year to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and Distributor's issues.
- 8.5 **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.
- 8.6 **Non-Performance of Contract and Termination:**
1. Except as may be otherwise provided by this document, this Contract may be terminated in whole or in part by either party to the Contract in the event of failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given
 - a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
 - b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount

- of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.
2. In the case of default by Selected Distributor(s), the CBC parties shall have the right to purchase any or all products in default in the open market, charging the Selected Distributor(s) with any additional cost. The defaulting Selected Distributors(s) shall not be considered a responsible Proposal or bidder until the assessed charge has been satisfied.
 3. A CBC party may terminate this Contract immediately upon written notice to Selected Distributor(s) if Selected Distributor(s) becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Selected Distributor(s) loses its license or other ability to provide the required products and services, or if Selected Distributor(s) takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the CNP).
 4. Valid causes for termination of this Contract shall include, but are not limited to:
 - a. Selected Distributor(s) failure to adhere to any of the provisions of the General Terms and Conditions of this RFP.
 - b. Selected Distributor(s) delivering any product(s) that fail to meet the Product Specifications included in this RFP.
 - c. Selected Distributor(s) delivering any substitution(s) of products without the prior approval.
 - d. Selected Distributor(s) failure to meet the required delivery schedules as agreed to.
 - e. Selected Distributor(s) failure to provide Product Data Sheets and MSDS if applicable
 - f. Selected Distributor(s) violation of any other provision contained within the RFP and/or Contract or any Attachment or Addendum(s) thereto.
 5. In the event CBC or a CBC party terminates this Contract, in whole or in part, for cause or default on the part of Selected Distributor(s), the CBC or a CBC party reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsive Distributor as it deems such award to be in the best interest of the CBC or CBC party.
 6. Should any Contract formed hereunder be funded from Districts appropriations, and in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a Contract made pursuant to this solicitation, the Districts shall immediately notify Selected Distributor(s) of such occurrence but the Districts shall have no further obligation as to such current or succeeding fiscal year and the Contract shall be null and void, except as to the portions of payment herein agreed upon for the funds which shall have been appropriated and budgeted.
 7. Any Contract termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future Proposal or bid from the defaulting Selected Distributor(s).

8.7 **Termination for Convenience**

CBC or a CBC 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 Selected Distributor(s).

8.8 **Final Payments**

Upon any termination of the Contract, the CBC parties 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 Selected Distributor(s) shall submit all required reports and other information.

8.9 **Other Provisions**

1. Any notice required or permitted by the Contract will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. Mail, postage prepaid, and addressed to the party at their administrative offices.
2. 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. District Court for the Southern District of Iowa or the District Court for Polk County, Iowa.
3. The Contract will constitutes a complete understanding of the parties with respect to the subject matter therein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, written or oral, relating thereto.
4. If any provision of the Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions shall remain in full force and effect.
5. The relationship between the parties to the Contract shall be that of independent 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.

9.0 MEMBERS of the CENTRAL BUYING CONSORTIUM (CBC)

Central Decatur Community School District

Amanda Kelley, Director
1201 NE Poplar
Leon, IA 50144
641-446-4816 Ext. 1808
641-446-7990 FAX
amanda.kelley@centraldecatur.org

Clarke Community School District

Kathryn McClain, Director
800 N Jackson
Osceola, IA 50213
641-342-6505 Ext. 529
641-342-2213 FAX
kathryn.mcclain@clarkecsd.org

Johnston Community School District

LaRae Doll, Director
5608 Merle Hay Road, PO Box 10
Johnston, IA 50131
515-278-0278
515-278-6303 FAX
ldoll@johnston.k12.ia.us

Marshalltown Community School District

Lynn Large, Director
1002 South 3rd Avenue
Marshalltown, IA 50158
641-754-1185
641-754-1186 FAX
llarge@marshalltown.k12.ia.us

Grinnell-Newburg Community School District

Kim Sieck, Director
1333 Sunset Street
Grinnell, Iowa 50112
641-236-2668
641-236-2699 FAX
kim.sieck@grinnell-k12.org

Indianola Community School District

Abbi Costigan, Director
1206 E Ashland
Indianola, Iowa 50125
515-961-9500 ext. 1609
abbi.costigan@indianola.k12.ia.us

ADM Community School District

Norwalk Community School District

DeeAnna Serres, Director
1130 W. North Avenue
Norwalk, IA 50211
515-981-9876
515-981-9706 FAX
deeanna.serres@norwalkschools.org

Pella Community School District

Connie Boldt, Director
801 East 13th Street
Pella, IA 50219
641-628-1748
641-628-8241 FAX
connie.boldt@pella.k12.ia.us

Village Early Childhood Center

Crystal Hansen, Contact Person
2500 College Dr.
Osceola, IA 50213
641-342-1421
641-342-9398 FAX
mgarner@iowatelecom.net

West Des Moines Community School District

Willow Kriegel, Director
3550 Mills Civic Parkway
West Des Moines, Iowa 50265-5556
515-633-5086
515-633-5098 FAX
kriegelw@wdmcs.org

Montezuma Community School District

Angie Radeke, Director
504 N. 4th Street
Montezuma, IA 50171
641-623-5111
641-623-5733 FAX
aradke@montezuma-schools.org

Southeast Warren Community School District

Diana Byers, Director
16331 Tyler Street
Liberty Center, IA 50145
641-466-3331
641-466-3525 FAX
diane.byers@se-warren.k12.ia.us

Urbandale Community School District

May 1, 2024

Billie Veach, Director
215 N 11th Street
Adel, Iowa 50003
515-993-4283

billie.veach@admschools.org

ST. Francis Catholic School

Shelly Monk, Director
3110 Columbus Drive
Marshalltown, IA 50158
641-691-5383

smonk@st-francis.net

Jessy Sadler, Director
7111 Aurora
Urbandale, IA 50322
515-457-6913

jessy.sadler@urbandaleschools.org

CENTRAL DECATUR COMMUNITY SCHOOL DISTRICT (www.central-decaturn.k12.ia.us)

Nutrition Services Director: Amanda Kelley
Address: 1201 NE poplar
Leon, IA 50144

Cell Phone: E-MAIL:
amanda.kelley@centraldecaturn.org

Phone: 641-446-4816 Ext 1808 FAX: 641-446-7990

District Billing Address: Leon, IA 50144

Central Decatur Community School District
1201 NE Poplar

Contact Person for Ordering:
Amanda Kelley

Contact Person for Billing questions:
Amanda Kelley

School Name	Central Decatur Community School District
Address	1201 NE Poplar Leon, IA 50144
Telephone	641-446-4816 Ext. 1808
Contact Name	Amanda Kelley
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep Satellite - 3
Delivery Concerns	May not award fresh produce if there are delivery concerns
Enrollment ⁺	740
Average Breakfast*	300
Average Lunch*	665
Average Snack*	110
Summer Program*	120
Delivery Days	Once a week
Delivery Times	5:30 – 1:30; Will NOT accept deliveries between 6:45 -7:15; 11:00-1:00; around 12:30

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): Pay monthly after Board meeting; Board meeting on 3rd Monday of month.
Districts' Calendars are available upon request.

CLARKE COMMUNITY SCHOOLS (www.clarke.k12.ia.us)

Nutrition Services Director Kathryn McClain
Address: 800 N. Jackson
Osceola, Iowa 50213

Phone: 641-342-6505 ext 529
Cell Phone: 641-414-4043
kathryn.mcclain@clarkecsd.org

FAX: 641-342-2213
E-MAIL:

District Billing Address:
800 N. Jackson
Osceola, Iowa 50213

Contact Person for Ordering:
Kathryn McClain

Contact Person for Billing questions:
Kathryn McClain

School Name Address Telephone Contact Name	High School 800 N. Jackson Osceola, Iowa 50213 641-342-6505 Ext 539 Kathryn McClain	Elementary School 420 East Jefferson St. Osceola, Iowa 50213 641-342-6320 Kathryn McClain
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep	Onsite Prep
Delivery Concerns		
Enrollment ⁺	675	700
Average Breakfast*	100	200
Average Lunch*	475	675
Average Snack*		
Summer Program*		
Delivery Days		
Delivery Times	6:00 am to 8:00 am	6:00 am to 8:00 am

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): I will receive a delivery once a week at both schools, High School and Elementary Districts' Calendars are available upon request.

JOHNSTON COMMUNITY SCHOOL DISTRICT PROFILE WWW.JOHNSTON.K12.IA.US

Nutrition Services Director: LaRae Doll
Address: 5608 Merle Hay Rd PO Box 10
Johnston, IA 50131

Phone: 515-278-0278
Cell Phone: 515-988-2418

FAX: 515-278-6303
E-MAIL: ldoll@johnston.k12.ia.us

District Billing Address: 5608 Merle Hay Rd
PO Box 10
Johnston, IA 50131

Contact Person for Ordering:
Lori Langos

Contact Person for billing questions:
Cheryl Spring

School Name Address	Beaver Creek Elementary School 8701 Lyndhurst Dr Johnston IA 50131	Johnston High School 6501 NW 62 nd Johnston IA 50131	Summit (6/7) MS 9500 Windsor Pkwy Johnston IA 50131	Johnston(8/9) MS 6207 NW 62 nd Johnston IA50131	Johnston CSD Warehouse 6350 NW Beaver Johnston IA 50131
Contact Name Telephone	Taylor Sumer 515-278-6329	Boe Stoeber 515-278-5744	Fahira Deumic 515-986-0938	Michelle Davis 515-278-5844	Lori Langos 515-278-0278
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite / production kitchen for 5 elementary schools	Onsite / production	Onsite / Production	Onsite / Production	Warehouse
Delivery Concerns					
Enrollment ⁺	3180	1674	1107	1165	
Average Breakfast*	615	70	35	35	
Average Lunch*	2043	650	720	715	
Average Snack*	555	0	0	0	0
Summer Program*	No	No	No	No	No
Delivery Days	1 – 2 drops per week	1 – 2 drops per week	1 – 2 drops per week	1 – 2 drops per week	Drop Ship 2 -3 times/year.
Delivery Times	5:30am – 8:00am	6:30am – 8:30am	6:15am – 8:15am	6:00am – 8:00am	7:00 am – 9:00am

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements.
Districts' Calendars are available upon request.

ADEL-DESOTO-MINBURN DISTRICT PROFILE WWW.ADMSCHOOLS.ORG

Nutrition Services Director: Billie Veach
Address: 215 N 11th Street
Adel, IA 50003

Phone: 515-993-4283
Cell Phone: 515-991-1162

FAX: 515-993-1921
E-MAIL: billie.veach@admschools.org

District Billing Address: 215 N 11th Street
Adel, IA 50003

Contact Person for Ordering:
Billie Veach

Contact Person for billing questions:
Billie Veach

School Name Address	ADM High School 801 Nile Kinnick Drive South Adel, IA 50003	Meadow View Elementary 1300 S 5 th Street PO Box 367 Adel, IA 50003	Adel Elementary 1608 Grove Street Adel, IA 50003
Contact Name Telephone	Cathy Henderson 515-993-4584	Frankie Glenn 515-478-1321	Kim Johnson 515-993-4403
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite / production kitchen (Satellites to MS)	Onsite / production (Satellites to DeSoto Elementary)	Onsite / Production
Delivery Concerns	Delivery to HS Dock		
Enrollment ⁺	1011	883	347
Average Breakfast*	200	175	90
Average Lunch*	400	550	225
Average Snack*	0	0	0
Summer Program*	Optional	No	Optional
Delivery Days	2 drops per week	2 drops per week	2 drops per week
Delivery Times	6:00am-9:00am	6:30am – 9:30am	6:45am – 10:00am

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements.
Districts' Calendars are available upon request.

MONTEZUMA COMMUNITY SCHOOL DISTRICT PROFILE WWW.MONTEZUMA-SCHOOLS.ORG

Nutrition Services Director: Angie Radke
Address: 504 N. 4th Street
Montezuma, IA 50171

Phone: 641-623-5121
Cell Phone: 319-310-0250

FAX: 641-623-5121
E-MAIL: aradke@montezuma.k12.ia.us

District Billing Address: 504 N. 4th Street
Montezuma, IA 50171

Contact Person for Ordering:
Angie Radke

Contact Person for billing questions:
Angie Radke

School Name Address	Montezuma Community Schools 504 N 4 th Street Montezuma, IA 50171
Contact Name Telephone	Angie Radke 641-623-5121
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite / production kitchen for 1 K-12 School
Delivery Concerns	
Enrollment ⁺	490
Average Breakfast*	60
Average Lunch*	300
Average Snack*	0
Summer Program*	Yes
Delivery Days	1 – 2 drops per week
Delivery Times	6:00am – 8:00am

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): statements are paid monthly within 30 days of receipt of credits & statements.
Districts' Calendars are available upon request.

INDIANOLA COMMUNITY SCHOOL DISTRICT (www.indianola.k12.ia.us)

Nutrition Services Director: Abbi Costigan
Address: 1206 E Ashland
 Indianola, IA 50125

Phone: 515-961-9500 ext. 1609
Cell Phone: 515-321-3257
abbi.costigan@indianola.k12.ia.us

E-MAIL:

District Billing Address:
1301 E 2nd Ave.
Indianola, IA 50125

Contact Person for Ordering: *Monte Dorman*
515-961-9500 ext 1609

Contact Person for Billing questions:
Beth Drummond 515-961-9591

School Name Address Telephone Contact Name	Indianola High School 1304 E 1 st Ave. Indianola, IA 50125 Jane Greiner 515-961-9500 ext 2178	Indianola Middle School 403 S 15 th Street Indianola, IA 50125 Pam Dennis 515-961-9500 ext 3158	Indianola CSD Warehouse 1301 E 2 nd Ave. Indianola, IA 50125 Monty Dorman 515-961-9500 ext 1609
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep	Onsite Prep	Warehouse (orders for all 4 elementary buildings)
Delivery Concerns			
Enrollment ⁺	1122	859	Wilder Elementary 446 Emerson Elementary 435 Whittier Elementary 279 Irving Elementary 407
Average Breakfast*	100	120	370
Average Lunch*	350	600	950
Average Snack*	N/A	N/A	80
Summer Program*	N/A	N/A	Yes (Emerson Elementary)
Delivery Days	Two per week	Two per week	Two per week
Delivery Times	6:00 am-8:00am	6:00 am-8:00am	6:00 am-8:00am

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

GRINNELL-NEWBURG COMMUNITY SCHOOL DISTRICT (WWW.GRINNELL-K12.ORG)

Nutrition Services Director Kim Sieck
Address: 1333 Sunset St.
Grinnell, Iowa 50112

Phone: 641-236-2668

FAX: 641-236-2692
E-MAIL: kim.sieck@grinnell-k12.org

District Billing Address:
800 N. Jackson
Osceola, Iowa 50213

Contact Person for Ordering:
Kim Sieck

Contact Person for Billing questions:
Kim Sieck

School Name Address Telephone Contact Name	Grinnell High School 1333 Sunset Grinnell, IA 50112 641-236-2668 Kim Sieck	Grinnell Middle School 132 East Street S Grinnell, AI 50112 641-236-2668 Kim Sieck
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep	Onsite Prep
Delivery Concerns		
Enrollment ⁺	489	468
Average Breakfast*	36	50
Average Lunch*	225	283
Average Snack*		
Summer Program*		
Delivery Days	1-2 per week	1 drop per week
Delivery Times	6:00 am to 1:00 pm	6:00 am to 1:00 pm

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when):
Districts' Calendars are available upon request.

ST. FRANCIS CATHOLIC SCHOOL

Nutrition Services Director: Shelly Monk
Address: 310 Columbus Drive
Marshalltown, Iowa 50158

Phone: 641-753-7977
Cell Phone: 641-691-5383

FAX: 641-753-0337
E-MAIL: smonk@st-francis.net

District Billing Address:
310 Columbus Drive
Marshalltown, Iowa 50158

Contact Person for Ordering:
Shelly Mon

Contact Person for Billing questions:
Erin Moeller

School Name	St Francis
Address	310 Columbus Drive Marshalltown, IA 50158
Telephone	641-753-7977
Contact Name	Shelly Monk
Site Type#: Warehouse, Onsite Prep, Satellite	Onsite Prep
Delivery Concerns	
Enrollment ⁺	230
Average Breakfast*	30
Average Lunch*	190
Average Snack*	75
Summer Program*	Yes
Delivery Days	Delivery once a week
Delivery Times	Any

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when):
Districts' Calendars are available upon request.

URBANDALE COMMUNITY SCHOOL DISTRICT (www.urbandaleschools.org)

Nutrition Services Director: Jessy Sadler

Address: 7111 Aurora Ave.
Urbandale, IA 50322

Phone: 515-457-6913

Cell Phone: 978-697-7480

sadlerj@urbandaleschools.com

FAX:

E-MAIL:

District Billing Address:

7111 Aurora Ave.
Urbandale, IA 50322

Contact Person for Ordering: Samantha Phillips

Contact Person for Billing questions:
Cassandra Mayrose

School Name Address	Olmsted Elementary 7110 Prairie Ave. Urbandale, IA 50322	Valerius Elementary 3305 92 nd Street Urbandale, IA 50322 Cynthea Streeter	Webster Elementary 12955 Aurora Ave. Urbandale, Iowa 50322 515-331-8653 Stephanie Allsup 515-331-8653	Urbandale MS 7701 NW Aurora Ave Urbandale, Iowa 50322 515-457-6663 Sanela Hasanica	Urbandale HS 7111 Aurora Ave Urbandale, Iowa 50322 515-457-6914 Asmira Dolica Samantha Phillips
Telephone Contact Name	515-457-5808 Samantha Phillips				
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite prep	Onsite prep	Onsite Prep	Onsite Prep	Onsite/Production for 1 Satellite
Delivery Concerns					
Enrollment ⁺	675	640	630	923	1583
Average Breakfast [*]	170	100	80	110	210
Average Lunch [*]	510	450	380	520	820
Average Snack [*]	N/A	N/A	N/A	N/A	N/A
Summer Program [*]	Yes	N/A	N/A	N/A	Potential
Delivery Days	2 per week	2 per week	1-2 per week	2 per week	2 per week
Delivery Times	6:15-8:30a.m.	6:15-8:30a.m.	6:15-8:30a.m.	6:15-8:30a.m.	6:15-8:30a.m.

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

^{*} Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): Monthly after school board approval, which is the 2nd or 3rd Monday of the Month.
District Calendar is available upon request.

MARSHALLTOWN COMMUNITY SCHOOL DISTRICT (www.marshalltown.k12.ia.us)

Nutrition Services Director: Lynn Large
 Address: 1002 S. 3rd Ave.
 Marshalltown, IA 50158
 Phone: 641-754-1185

FAX: 641-754-1186

Cell Phone: 515-419-6344
llarge@marshalltown.k12.ia.us

E-MAIL:

District Billing Address: 1002 S. 3rd Ave.
 Marshalltown, IA
 50158

Contact Person for Ordering:
Lynn Large
 Contact Person for Billing questions:

Jenn Hager

School Name Address Telephone Contact Name	Senior High School 1602 S. 2 nd Ave. Marshalltown, IA 50158 641-754-1159 Calvin Scales	Miller Middle School 125 S. 11 th St. Marshalltown, IA 50158 641-754-1129 Karla	Lenihan Intermediate School 212 W. Ingledue Marshalltown, IA 50158 641-753-1298 Nancy Mayer
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep and 6 Elem. Satellite Lunch	Onsite Prep	Onsite Prep and 6 Elem. Satellite Breakfast
Delivery Concerns			
Enrollment ⁺	1450	750	750
Average Breakfast*	120	250	120 + 900 elem
Average Lunch*	1200 + 2100 elem	650	639
Average Snack*	0	300	300
Summer Program*			500
Delivery Days	Monday	Monday	Monday
Delivery Times	6:30-10:00 or key drop	6:30-10:00 or key drop	6:30-10:00 or key drop

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): Check invoices with the statement when received. Make sure we have received all credits for products. After the statements are verified, send a check request to central office where they will print the check. We try to make sure we pay before the 20th of the month.

Districts' Calendars are available upon request.

SOUTHEAST WARREN COMMUNITY SCHOOL DISTRICT (www.southeastwarren.k12.ia.us)

Nutrition Services Director: Diana Byers
Address: 316 N 5th
Milo, IA 50166

Phone: 641-446-3331 Ext 224 FAX: 641-466-3525
Cell Phone: NA E-MAIL:
diana.byers@se-warren.k12.ia.us

District Billing Address:
Southeast Warren
16331 Tyler Street
Liberty Center, IA 50145

Contact Person for Ordering:
Diana Byers

Contact Person for Billing questions:
Diana Byers

School Name Address Telephone Contact Name	Jr./Sr. High 16331 Tyler Street Liberty Center, IA 50145 641-446-3331 Janet Hendrickson	Lacona Intermediate 519 N Washington Lacona, IA 50139 641-534-4701 Laurie Mason	Milo Primary 216 N 5 th Milo, IA 50166 641-942-6216
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep	Onsite Prep	Onsite Prep
Delivery Concerns	Loading dock is in back with no turnaround for semis. Trucks currently backup around the building to the door.	No dock. Deliveries to the cafeteria door-north of main door.	No dock. Deliveries to NW door
Enrollment ⁺	260	100	140
Average Breakfast [*]	47	31	29
Average Lunch [*]	165	89	97
Average Snack [*]	N/A	N/A	N/A
Summer Program [*]	N/A	N/A	N/A
Delivery Days	Monday or Tuesday-Rotate delivery site once every 3 weeks	Monday or Tuesday-Rotate delivery site once every 3 weeks	Monday or Tuesday-Rotate delivery site once every 3 weeks
Delivery Times	7:00 – 11:00 Negotiable	7:00 – 11:00 Negotiable	7:00-11:00 Negotiable

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

^{*} Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): Following board meetings Districts' Calendars are available upon request.

NORWALK COMMUNITY SCHOOL DISTRICT (www.norwalkschools.org)

Nutrition Services Director: DeeAnna Serres
Address: 1130 W. North Ave.
Norwalk, IA 50211

Phone: 515-981-9876 FAX: 515-981-9706
Cell Phone: 515-240-6501 E-MAIL:
deeanna.serres@norwalkschools.org

District Billing Address:
Nutrition
1130 W. North Avenue
Norwalk, IA 50211
515-981-9876

Contact Person for Ordering:
DeeAnna Serres
1130 W. North Ave.
Norwalk, IA 50211

Contact Person for Billing Questions:
Michelle Stockwell
1130 W. North Ave.
Norwalk, IA 50211
515-981-9876

School Name Address Telephone Contact Name	Eastview 8/9 Building; serves 6-12 grades 1600 North Avenue Norwalk, IA 50211 515-981-9876 Ryann Harm	Orchard Hills Elementary 1130 W. North Avenue Norwalk, IA 50211 515-981-9876 Lori Sweet
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep	Onsite Prep & Satellite
Delivery Concerns	There is only one dock, may have to share with bread, milk, and school deliveries.	There are two dock slots.
Enrollment ⁺	Site: 1600	Site: 525 Satellites: 1575
Average Daily Breakfast*	Site: 75	Site: 90 Satellites: 150
Average Daily Lunch*	Site: 1200	Site: 425 Satellites: 875
Average Monthly Snack*	N/A	N/A
Summer Program*	N/A	N/A
Delivery Days	Monday/Thursday 2X per week	Monday/Thursday 2X per week
Delivery Times	5:00 am -8:00 am	5:00 am-8:00 am

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): Invoices are reconciled to statements. Nutrition must have approved statements to Central office on Tuesday prior to Board meeting. Board meetings are generally held on the 2nd Monday of the month with the exception of September which is held on the 3rd Monday. Checks are sent to Vendors after the Board has approved.

Districts' Calendars are available upon request.

PELLA COMMUNITY SCHOOL DISTRICT (www.pella@k12.ia.us)

Nutrition Services Director: Connie Boldt
Address: Jefferson Intermediate School
801 E. 13th Street
Pella, Iowa 50219

Phone: 614-628-1748
Cell Phone: 641-780-4819
connie.boldt@pella.k12.ia.u

FAX: 641-628-8241
E-MAIL:

District Billing Address:
Pella Community School District
210 E. University Street
Pella, Iowa 50219

Contact Person for Ordering: Connie Boldt

Contact Person for Billing questions:
Connie Boldt

School Name Address Telephone Contact Name	Jefferson Intermediate School 801 E. 13 Street Pella, Iowa 50219 641-628-1748 Connie Boldt	Pella High School 212 E. University St Pella, Iowa 50219 641-628-1748 Connie Boldt	Madison Elementary 950 E. University St Pella, Iowa 50219 641-628-1748 Connie Boldt	Lincoln Elementary 1102 Broadway Pella, Iowa 50219 641-628-1748 Connie Boldt	Pella Middle School 613 E.13 th Street Pella, Iowa 50219 641-628-1748 Connie Boldt
Site Type#: Warehouse, Onsite Prep, Satellite	Onsite prep	Onsite prep	Onsite Prep	Satellite	Satellite
Delivery Concerns	All deliveries put in assigned spot. Boxes should be clean and in good order	All deliveries put in assigned spot. Boxes should be clean and in good order	All deliveries put in assigned spot. Boxes should be clean and in good order	N/A	N/A
Enrollment ⁺	516	729	424	306	361
Average Breakfast*	39	40	54	25	00
Average Lunch*	406	471	324	201	284
Average Snack*	N/A	N/A	N/A	N/A	N/A
Summer Program*	N/A	N/A	N/A	N/A	N/A
Delivery Days	Monday or Tuesday Deliver twice a week if needed only	Monday or Tuesday Deliver twice a week if needed only	Monday or Tuesday Deliver twice a week if needed only		
Delivery Times	5:30 a.m. - 9:00 a.m.	6:00 a.m. – 9:00 a.m.	6:30 a.m.-9:00 a.m.		

* List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when): Monthly after school board approval, which is the 2nd or 3rd Monday of the Month.
District Calendar is available upon request.

WEST DES MOINES COMMUNITY SCHOOLS (www.wdmcs.org)

Nutrition Services Director: Willow Kriegel
 Address: 3550 Mills Civic Parkway
 West Des Moines, IA 50265-5556

Phone: 515-633-5086
 Cell Phone: 515-556-6135

FAX: 515-633-9098
 E-MAIL: kriegelw@wdmcs.org

District Billing Address:
 Nutrition Services
 3550 Mills Civic Parkway
 West Des Moines, IA 50265-5556
 515-633-5086

Contact Person for Ordering:
Brianna Shanks
 3550 Mills Civic Parkway
 West Des Moines, IA 50265-5523
 515-633-5094

Contact Person for Billing Questions:
Lynnae Gilmore
 3550 Mills Civic Parkway
 West Des Moines, IA 50265-5556
 515-633-5088

School Name Address Telephone Contact Name	Valley High School 3650 Woodland Dr WDM, IA 50266 515-633-4308 Lisa Wright	Valley Southwoods 625 South 35 th St WDM, IA 50265 515-633-4600 Jaclyn Burns	Indian Hills JR 9401 Indian Hills Dr Clive, IA 50325 515-633-4701 Jason Brand	Stilwell JR 1601 Vine St WDM, IA 50265 515-633-6001 Mandy McDaniel
Site Type [#] : Warehouse, Onsite Prep, Satellite	Onsite Prep, Satellites - 4	Onsite Prep, Satellites - 2	Onsite Prep, Satellites - 3	Onsite Prep, Satellites - 3
Delivery Concerns	Typically 1 dock might have to share with other deliveries			
Enrollment ⁺	Site: 1,887 Satellites: 1,706	Site: 707 Satellites: 1,409	Site: 655 Satellites: 1,168	Site: 736 Satellites: 971
Average Daily Breakfast*	Site: 68 Satellites: 150	Site: 11 Satellites: 92	Site: 31 Satellites: 130	Site: 48 Satellites: 200
Average Daily Lunch*	Site: 634 Satellites: 1,127	Site: 394 Satellites: 801	Site: 376 Satellites: 803	Site: 461 Satellites: 601
Average Monthly Snack*	Site: Satellites: 59	N/A	Site: 384 Satellites: 163	Site: 312 Satellites:
Summer Program*	N/A	N/A	400	N/A
Delivery Days	2X per week	2X per week	2X per week	2X per week
Delivery Times	7am - 8:30 am	5:00 am - 8:30 am	7:00 am - 8:30 am	4:00 am - 8:30 am (keydrop)

[#] List all sites for which product is dropped at this site, unless it's a warehouse ⁺ Enrollment: all students eligible for meals prepared at this site * Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain District payment process (how often/when): Invoices are reconciled to statements. Check request cut off is Monday morning. Checks are mailed on Wednesday. District would entertain more frequent payment requests than monthly if more than one statement is received and there is a financial incentive. District's calendar is available upon request.

THE VILLAGE EARLY CHILDHOOD CENTER

Nutrition Services Director: Erin Pierson
Address: 2500 College Drive
Osceola, Iowa 50213

Phone: 641-342-1421
Cell Phone:
villageld@iowatelecom.net

FAX: 641-342-9398
E-MAIL: The

District Billing Address:
2500 College Drive
Osceola, Iowa 50213

Contact Person for Ordering:

Contact Person for Billing questions:
Crystal Hansen

School Name	The Village Early Childhood Center
Address	2500 College Drive
Telephone	Osceola, Iowa 50213
Contact Name	641-342-1421
Site Type#: Warehouse, Onsite Prep, Satellite	Glenda Flaherty
Delivery Concerns	Onsite Prep
Enrollment ⁺	
Average Breakfast*	180
Average Lunch*	170
Average Snack*	125
Summer Program*	185
Delivery Days	85
Delivery Times	Delivery once a week
	6:00 am to 7:00 am

[#] List all sites for which product is dropped at this site, unless it's a warehouse

⁺ Enrollment: all students eligible for meals prepared at this site

* Numbers should be average total prepared at this site (preparation sites plus satellite sites numbers)

Explain process of District payments to Distributors (how often & when):
Districts' Calendars are available upon request.

TERM AND CONDITIONS OF ACCEPTANCE

Federal Program Regulations

The Child Nutrition Programs receiving goods and services under this Contract are Federally-funded programs operated under the authority of the United States Department of Agriculture (USDA). This RFP and the subsequent Contract shall comply with 7 CFR Subchapter A, Parts 3015 and 3016, and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A-102 Grants and Cooperative Agreements, and A-133 Audit Requirements, and any other pertinent state or federal laws, regulations, and/or directives.

In compliance with this RFP, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver any or all services and products upon which prices are proposed, at the prices set correlating to each product, within the time specified. By responding to this RFP, Distributor certifies that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Distributor also certifies no one connected to this company has had any connection with the development or drafting of this RFP. Under penalty of perjury, the undersigned Distributor certifies that this Proposal has not been arrived at collusively or otherwise in violation of Federal or State (Iowa) laws or regulations.

By signing this Terms and Conditions of Acceptance, the individual whose name is shown below assures that Distributor has read and understands all the terms and conditions in this document and agrees to be bound by them, and is authorized to submit Proposals on behalf of Distributor. The Proposal submitted by Distributor conforms to all specifications, the General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP.

Concerns or Objections (if any): _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

May 1, 2024

CENTRAL BUYING CONSORTIUM (CBC)**PROPOSAL CERTIFICATION AND CONTRACT AWARD FOR PRODUCE****Proposal Certification:**

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

Received addenda ____ through ____ prior to proposal submittal

Organization Name (print)

Name and Title of Authorized Representative (print)

Address

City, State ZIP

I certify by my signature below that the PRICES quoted in this Proposal are correct and that the Proposal conforms to all specifications and requirements outlined in the RFP. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this RFP, 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 RFP and the company's Proposal documents will be resolved in favor of the RFP, except as may be otherwise agreed to in writing by the company and the CBC party.

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 CBC party agrees to award the Contract, as defined in the RFP, for Package(s) _____ to the above-designated Distributor in accordance with the terms and conditions of such Contract, which is hereby incorporated by reference and made a part hereof.

By _____
President, Board of Directors Secretary, Board of Directors
Date _____

ATTEST:

May 1, 2024

REQUEST FOR PROPOSAL SUMMARY

Distributor Name (Print): _____

Summary Pricing:

<u>Excel Spreadsheet for Pricing</u>	<u>Total Dollar Amount Primary Products</u>	<u>Handling Fee by Group Supplemental Products</u>
Fresh Produce		
Bulk Fresh Produce	\$ _____	\$ _____
Processed Fresh Fruit & Vegetables, Bulk	\$ _____	\$ _____
Processed Fresh Fruit & Vegetables, Single Serving	\$ _____	\$ _____
Herbs, Fresh	\$ _____	\$ _____
Salad and Dips, Ready-to-Eat	\$ _____	\$ _____
TOTAL PRODUCE	\$ _____	\$ _____

Unknown/Future Products Handling Fees:

During a Contract period as Regulations, products, and student preferences change, and new products become available, products may need to change. Pricing structure will be the same – Cost plus Handling Fee. This handling fee should be no more than 125% of the average handling fee per group. Ordering Unknown/Future Products not on the *Excel Spreadsheet for Pricing* will be held to a minimum. All products not on the Primary or Supplemental Product List shall be charged at Cost plus:

	Handling Fee per case
Fresh Produce	\$ _____

Explain Reduction in Handling Fees/Delivery Charges for Manufacturer's**Drop Shipment to a District:** _____**Explain Prompt Payment and Late Payment Fees:** _____

May 1, 2024

Delivery Charge*:

Delivery Charge per stop \$ _____

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

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

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

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

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

1. The development of this Proposal by Distributor'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.
 - a. No relationship exists or will exist during the contract period between Distributor and any member of CBC that interferes with fair competition or is a conflict of interest.
 - b. No relationship exists or will exist during the contract period between Distributor and any other Distributor 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 a possible conflict of interest: _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

May 1, 2024

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
COOPERATIVE AGREEMENTS AND LOBBYING**

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 any Federal Contract, or in connection with obtaining any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. 1352, and the extension, continuation, renewal, amendment or modification of any 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 Contract, grant, loan 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 sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. 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.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

May 1, 2024

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and
VOLUNTARY EXCLUSION**

This certification is required by Executive Orders 12549 and 12689 and any applicable federal regulations.

1. The prospective participant certifies, by submission of this Certification and Proposal, that neither it nor any of 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 Certification and Proposal.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts) and that all sub-contractors, such as Manufacturers, certify and disclose accordingly.

By signing and submitting this form, the prospective Distributor is providing certification they have accessed and verified at the following website: <http://www.epls.gov/> that Distributor and Manufacturers that they do business with are not debarred or suspended or otherwise ineligible or excluded from conducting business in the state of Iowa and/or participating in this contract.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

May 1, 2024

DISTRIBUTOR INFORMATION

Distributor Name: _____

Contact Person for Orders: _____

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

Emergency Contact Person for After/Before Hours _____

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

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

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

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

Office Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

Distributor certifies, by submission of this proposal, that it

- Describe procedures used to ensure products are stored and transported according to all federal/state laws that govern food supply chain, including, but not limited to maintaining appropriate temperatures of TCS foods, local farms safety and sanitation practices, recall, and biosecurity procedures.

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

Name and Title of Authorized Representative (print)

Date _____

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TARGETED SMALL BUSINESS (TSB) PROGRAM CERTIFICATION

Companies submitting Proposals that have been certified as Targeted Small Business (TSB) Program are required to indicate their TSB status when responding to this RFP.

- I certify that my company has been certified by the appropriate government agency as a Targeted Small Business (TSB), and I have attached a copy of our TSB certification to this form.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

My company has **NOT** been certified as a Targeted Small Business (TSB).

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

HOUSE BRAND AND GRADE IDENTIFICATION CHART N/A

**DISTRIBUTOR SUBMITTAL FORM FOR INCORRECT PRODUCT CODE,
SPECIFICATION OR PACK SIZE**

If an incorrect product code, specification, or pack size is identified, complete this form. Errors found more than 72 hours (3 business days) before proposal opening must be emailed to Willow Kriegel at kriegelw@wdmcs.org or if less than three (3) business days before proposal opening submit with your proposal. Not submitting this form may be grounds for rejecting the proposal. Do not change the spreadsheet for this product until you receive notification from Willow Kriegel.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

Phone: _____ E-Mail: _____

Product Category: _____

Line Item Number: _____

Approved Brand Name on Proposal: _____

Approved Code on Proposal: _____

Manufacturer Pack on Proposal: _____

Source of Information: _____

Describe Error(s) and include recommended correction:

The following manufacturer information must be provided for verification:

1. Manufacturer Specification Sheet
2. Manufacturer Label
3. Manufacturer Ingredient list
4. Manufacturer Nutrition label
5. Product Allergen list
6. Signature of manufacturer representative (may be requested by Willow Kriegel)

Action: _____ Date: _____

Approved _____ Not Approved _____ Amendment sent: _____

Request For Proposal Checklist

Below is a list of important requirement and terms of RFP. To be sure your organization is committed, able to provide the required services, and have all information required for the Proposal, please respond by checking YES or NO in the appropriate column under each category. Documents in Categories A, and B must be part of the Proposal, while topics listed in Category C are to be addressed in a narrative that is no longer than ten (10) pages.

Category A: CBC forms will be completed and signed by Distributor's authorized representative, dated, and submitted in this order for a completed Proposal.

		YES	NO
1. Terms and Conditions of Acceptance	Attachment A	___	___
2. Proposal Certification and Contract Award	Attachment B	___	___
3. Request For Proposal Summary	Attachment C	___	___
4. Excel Spreadsheet for Prices including electronic medium	Attachment D	___	___
5. Certification of Independence and No Conflict of Interest	Attachment E	___	___
6. Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying	Attachment F	___	___
7. Certification for Debarment, Suspension, Ineligibility, and Voluntary Exclusion	Attachment G	___	___
8. Distributor Information	Attachment H	___	___
9. Certification Statement Regarding Buy American	Attachment I	___	___
10. Certification Statement Regarding Food Laws	Attachment J	___	___
11. Targeted Small Business (TSB) Program Certification	Attachment K	___	___
12. House Brand and Grade Identification Chart	Attachment L	<u>N/A</u>	<u>N/A</u>
13. Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size, if required	Attachment M	___	___

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

	YES	NO
14. Distributor's Code of Ethics or written code of conduct standards	___	___
15. Explain current purchasing procedures	___	___
16. Statement of certificates of insurance from issuing company or authorized agent	___	___
17. List of three (3) references	___	___
18. List of all products for 2019-2020 contract year		
a. with firm prices including dates	___	___
b. cannot be provided by Distributor	___	___
c. normally special orders including lead times	___	___
d. not normally stocked at Distributor's warehouse that services Districts	___	___
e. Distributor processed products	___	___
19. Schedule for up-dating prices	<u>N/A</u>	<u>N/A</u>
20. Explain chemical implementation and service plan	<u>N/A</u>	<u>N/A</u>

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Category C: Narratives: Distributor will summary, discuss, and clarify information requested by the Districts in the RFP.

	YES	NO
	S	O
21. Explain litigation, arbitration, mediation, administrative proceedings, etc.		—
22. Explain volume discounts or allowances	—	—
23. Explain how handling fee(s) were determined	—	—
24. Explain prompt payment allowances	—	—
25. Explain delivery fees including base fuel cost	—	—
26. Describe how nutrition information will be maintained	—	—
27. Describe how MSDS will be maintained	—	—
28. Describe Distributor's expectations on how CBC parties will order	—	—
29. Describe textile delivery requirements and minimum quantities	—	—
30. Describe small wares delivery requirements and minimum quantities	—	—
31. Describe ancillary services offered	—	—
32. Describe computer interface and support	—	—
33. Describe communication methods used to provide information to CBC parties	—	—

Category D: Additional requirements or assurances that are part of the award process and final Contract.

	YES	NO
1. Attend Pre-Bid Conference	<u>N/A</u>	<u>N/A</u>
2. Provide all products and services to all CBC members for duration on Contract	—	—
3. Provide only preferred brands as noted	—	—
3. Acknowledgement of all addenda	—	—
4. Supply samples as required	—	—
5. Retain official manufacturer confirmation letter for audit(s)	—	—
6. Provide Food Specification Manual (Product Data Sheets) and electronic version by August 15	—	—
7. Provide Material Safety Data Sheets (MSDS)	<u>N/A</u>	<u>N/A</u>
8. Order guides in the same order as RFP	—	—
9. Maintain an electronic current master product list including new products and special orders	—	—
10. Delivery drivers will remain constant for each site	—	—
11. Delivery times will be consistent and agreed upon with each CBC party.	—	—
12. Delivery personnel will deliver product to space: cooler, freezer, or storeroom.	—	—
13. Monthly prices changes will be submitted to CBC parties by 25 th of month for increase to take effect on 1 st of following month	—	—

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|---|-----|-----|
| 14. An account representative will visit each CBC party as requested | ___ | ___ |
| 15. Audit information will be available when requested | ___ | ___ |
| 16. All records regarding CBC party purchases will be available for at least 3 years from end of Contract and after all other pending matters are closed. | ___ | ___ |
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Category E: Optional information that Distributor wants to share with CBC. Information will not be used for the evaluation of Proposal. Place in a separate sealed envelope.

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