

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	005-RFP-1374-2025	Title of RFP	Warehousing and Delivery Services for USDA Foods
Agency	Iowa Department of Administrative Services (DAS) on behalf of the Department of Education		
Available to other State agencies?			No
Available to Political Subdivisions?			No
Available to other States or governmental entities outside of the State of Iowa?			No
State Issuing Officer: Katelyn Howells Phone: 515-721-7856 E-mail: Katelyn.Howells@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFP on the TSB website			November 22, 2024
State Issues RFP			November 25, 2024
RFP written questions, requests for clarification, and suggested changes from Respondents due			December 13, 2024 at 4:00 PM
Proposals Due			January 6, 2025 at 2:00 PM
Relevant Websites			
Internet website where the Addenda to this RFP will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System .			
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf https://das.iowa.gov/sites/default/files/procurement/pdf/Terms%20and%20Conditions%20for%20Federal%20Compliance.pdf			
Firm Proposal Terms			
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.			

SECTION 1 INTRODUCTION

1.1 Purpose

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

1.2 Definitions

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

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

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

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Deliverable” means the completion of a milestone or accomplishment of a task.

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

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

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

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

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

“State” means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

"CFR" means Code of Federal Regulations.

"Cultivated-protein food product" means a food product having one or more sensory attributes that resemble a type of tissue originating from an agricultural food animal but that, in lieu of being derived from meat processing, is derived from manufacturing cells, in which one or more stem cells are initially isolated from an agricultural food animal, are grown in vitro, and may be manipulated, as part of a manufacturing operation.

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

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

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

"Fabricated-egg product" means a food product, if it has one or more sensory attributes that resemble an egg product but that, in lieu of being the output of a chicken commonly referred to as a laying hen, is derived from manufactured plants or other organic materials.

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

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

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

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

"NSLP" means National School Lunch Program.

"Net Off Invoice (NOI)/Indirect discount" Under this system, the manufacturer delivers end products to a commercial distributor, who must sell the end products to an eligible recipient agency, as appropriate, at a net price that incorporates a discount from the commercial case price for the value of donated food contained in the end products. The manufacturer must require the distributor to notify it of such sales, at least on a monthly basis, through automated sales reports or other electronic or written submission. The manufacturer then compensates the distributor for the discount provided for the value of the donated food in its sale of end products. Recipient agencies should closely monitor invoices to ensure correct discounts are applied.

"Pass Through Value (PTV) of USDA Foods" means the value of the USDA Foods bulk material included in processed end products expressed in price per pound or case.

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

"SFSP" means Summer Food Service Program

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

"USDA" means the United States Department of Agriculture.

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

"Value Pass Through (VPT) system" is the system used to credit the value of the USDA Donated Foods contained in purchased end products to the RA.

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

1.3 Overview of the RFP Process

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

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

It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with the evaluation and selection criteria provided in this RFP.

1.4 Background

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

During the 2023-24 school year there were approximately 435 eligible Recipient Agencies participating in NSLP and 170 eligible RAs participating in SFSP. RAs participating in NSLP can choose to divert some, or all, of their USDA Donated Foods to manufacturers to be turned into

further processed end products (example: Diverted Foods: Raw chicken turned into chicken nuggets) or can choose to accept items obtained directly from USDA, Direct Distribution.

Some larger Recipients Agencies, or RA Group Buying Organizations, are able to accept direct shipment of USDA Foods from USDA contractors and are able to procure limited further processed end products, these items would not be a part of this procurement.

1.5 Current Usage Data

SY 23-24 NSLP and SFSP Order Data

	# of Items made available	Approximate # of Cases Delivered	Approximate USDA Value of Foods Delivered	# of RAs Ordering
Direct USDA Foods	63	233,000	\$10.2 million	421
Diverted Foods	126	301,000	\$5.9 million	277

1.6 Current Distribution

Currently the direct distribution USDA Foods are handled by Martin Brothers Distributing, utilizing a central warehouse in Cedar Falls, IA. This contract is set to end June 30, 2025, due to this, a new solicitation is needed to provide these services starting July 1, 2025. Direct Distribution USDA Foods are ordered by the SDA to the contracted warehouse space. Majority of the ordering is done in the spring of the preceding school year, for example the foods being distributed for SY 2024-25 were ordered in March/April 2024. Delivery periods are broken into the first half of the month or the second half of the month. Further processed end products are ordered by Martin Brothers staff from selected Manufacturers.

Recipient Agencies order their Direct Distribution and Further Processed End Products as needed, along with any commercial purchases, through Martin Brothers online portal or assigned salesperson.

1.7 Objectives

The objective of this solicitation is for the Bureau of Nutrition and Health Services (BNHS) as part of the Iowa Department of Education (IDOE) to solicit proposals from Responsive and Responsible vendors to provide warehouse and delivery services of USDA Foods to eligible Recipient Agencies (RA) across the State of Iowa. USDA Foods include direct delivered items, as well as further processed end products through the net off invoice (NOI) value pass through method. BNHS seeks to combine distribution of these two categories of products (direct distribution and further processed end products) into a single contractor with state wide coverage.

However, the SDA has divided the state into two service regions (Attachment # 3) and will accept proposals for distribution of USDA Foods to one service region only.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarification regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in IMPACS on or before the date and time listed. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents in IMPACS.

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

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after

the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The proposal must be updated and submitted using IMPACS. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

Respondent must submit Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

2.12.1 The Respondent fails to deliver the Cost Proposal as a separate file.

- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

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

Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

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

2.20 Copyright Permission

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

2.21 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.22 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

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

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

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

2.27 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

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

2.30 Post Solicitation Debriefing

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

2.31 Appeals

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

005-RFP-1374-2025 – Respondent Name –Technical Proposal

005-RFP-1374-2025 – Respondent Name –Cost Proposal

3.1.2 Files must be attached to Respondents submission in the State’s [IMPACS Electronic Procurement System](#).

3.1.3 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

005-RFP-1374-2025 – Respondent Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

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

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

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

Exhibit 2 - Executive Summary

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

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
- An overview of the Respondent’s plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 4 - Mandatory Specifications

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

Exhibit 5 - Transition of Delivery Distribution

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

Exhibit 6 - USDA Foods Categories and Service Regions

The Respondent must provide the following information regarding USDA Food Categories and Service Regions:

- Is the Respondent able to provide Warehouse and Delivery Services for both categories of USDA Foods (Direct Distribution and Further Processed End Products)?
- Is the Respondent able to provide warehousing and delivery services for both service regions (Attachment # 3) in the State of Iowa?
- If Respondent is unable to provide warehousing and delivery services for both service regions, which service region is the Respondent proposing to service?

Exhibit 7 - Storage Facilities

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

Exhibit 8 - Inventory Procedures

What inventory policies and procedures does the Respondent currently have in place in their facilities to be utilized for the resulting Contract? What is the Respondent's inbound shipment tracking system? If lot codes are used in Respondents inbound shipment tracking system, how are they assigned?

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

Exhibit 9 - Ordering System

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

Exhibit 10 - Order Preparation Procedures

Describe the Respondent's ordering picking and delivery preparation procedures. What processes and procedures are in place to ensure each Recipient Agency gets the items ordered for them? What is the Respondent's lead time required to fulfill orders under this solicitation?

Exhibit 11 - Delivery Procedures

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

Exhibit 12 - Delivery Frequency for Recipient Agencies

Explain the delivery frequency that will be available to the Recipient Agencies. Would delivery frequency be different between RAs based on size, volume, location, etc.?

Exhibit 13 - Product Shortages

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

Exhibit 14 - Product Recalls

Respondent must voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. What is the Respondent's current procedure/policy for food recalls? How will the SDA and Recipient Agencies be notified of product recalls? What is the timeframe of notification to the SDA and Recipient Agencies after Respondent is aware?

Exhibit 15 - Reports and Reporting

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

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

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

Direct Distribution Category Signed Delivery Invoices to the SDA.

- Explain how the Respondent will provide these delivery invoices.
- What format will the Respondent provide these invoices?

Exhibit 17 - Subcontractors

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

Exhibit 18 - Anti-Lobbying Certificate

The Respondent shall sign and submit with the Proposal the Lobbying Certification and Disclosure of Lobbying Activities Form included as Attachments # 7 and 8. By submitting the signed form, the Respondent certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

Exhibit 19 - Assurance of Civil Rights Compliance

The Respondent shall sign and submit with the Proposal the document included as Attachment #9.

Exhibit 20 - Food Recall Assurance

The Respondent shall sign and submit with the Proposal the document included as Attachment #10.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. The SDA is seeking pricing for Warehousing and Delivery services for Direct Distribution USDA Foods and Further Processed End Products for RAs located in two service regions (Attachment# 6).

The Cost Proposal consists of the two pricing spreadsheets. The first pricing spreadsheet, for Direct Distribution USDA Foods (Attachment #1 Cost Proposal Direct Distribution USDA Foods), requests the fixed fee for distribution of USDA Foods from Respondent's warehouse to RA locations in both service regions. The Fixed fee may, at Respondent's discretion, be varied based on the storage type of USDA Foods in the warehouse.

The second pricing spreadsheet, for Further Processed End Products (Attachment #2 Cost Proposal Further Processed End Products), requests pricing for all products through the Net off Invoice (NOI) value pass through system. Products have been broken into bulk material categories and product specifications. Product specifications are in Attachment #4 Product Specifications. Pricing can only be submitted for products that are available through the Net off Invoice (NOI) value pass through system. Known manufacturers of acceptable products have been identified on the pricing spreadsheet, but additional manufacturer products may be submitted as well, as long as they meet specifications. For unknown products, samples may be requested for taste testing by volunteer Recipient Agencies. Respondent will be asked to help facilitate sample requests from Manufacturer's, as necessary. There is a limit of two items per manufacturer that may be submitted for consideration, but multiple manufacturers can be submitted. Due to upcoming sodium reductions in the National School Lunch Meal Pattern the SDA is seeking items with lower sodium mg per serving. Please encourage manufacturers to submit items that will meet pending sodium limits. At most, two items per product specification, will be awarded to be part of the awarded group of products.

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

3.3.1 Respondent Discounts

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

3.3.1.1 Prompt Payment Discount

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

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

3.3.1.3 Recipient Agency Discounts

Fixed fee discounts for RAs based on volume of individual orders

SECTION 4 SCOPE OF WORK

Overview

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

4.1 For Direct Distribution Category of USDA Foods

4.1.1 State Role

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

- 4.1.1.1** To conserve warehouse space and increase inventory turns; the timing, types, and quantities of deliveries will be consolidated into the highest requested and utilized items by RAs, in consultation with Respondent.
- 4.1.1.2** The USDA offers an estimated one hundred eighty (180) USDA foods for order by states (Attachment #5 Available Items from USDA). USDA foods are assigned a code number which will remain consistent throughout the duration of the contract; however, the USDA Vendor may vary with each load due to USDA contract awards. All USDA foods are shipped freight prepaid by the USDA.
- 4.1.1.3** The goal of the SDA is to have minimal to zero carry over inventory from one school year to the next.
- 4.1.1.4** The State Distributing Agency must conduct onsite reviews annually of items identified in 4.1.2, must inform each sub-distributing agency of any deficiencies identified in its reviews, and recommend specific actions to correct such deficiencies. The State Distributing Agency must ensure that such Agencies or purchasing entities implement corrective actions to correct deficiencies in a timely manner.

4.1.2 Respondent Role

The Respondent must:

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

4.1.2.2 Isolate or dispose of damaged, defective, contaminated or recalled items as instructed by the State Distributing Agency.

4.1.2.3 Take other protective measure as deemed necessary by the State Distributing Agency.

4.1.3 Accepting and Unloading USDA Product

The Respondent must:

4.1.3.1 Be the drop point for the delivery of food from the USDA delivery carriers.

4.1.3.2 Follow FNS Instruction 709-5 Shipment and Receipt of USDA Foods (<https://www.fns.usda.gov/usda-foods/shipment-and-receipt-goods-fns-instruction-709-5>) detailing instructions for receiving and receipting loads from USDA Respondents.

4.1.3.3 The USDA delivery carriers are required to contact the Respondent to schedule an unloading appointment in advance. In the event a USDA delivery carrier fails to make an appointment, the Respondent must unload the USDA product as soon as conveniently possible within the normal, daily unloading hours.

4.1.3.4 Accept sole responsibility for unloading all food received and record any long, short or damage discrepancies on the signed bill of lading from the carrier that delivers the donated food before the driver is released.

4.1.3.5 If damaged food is identified during unloading, the respondent must recoup undamaged food from damaged units in order to reduce further losses to the maximum extent possible.

4.1.3.6 Not accept any food that is damaged or is of questionable condition (past best if used by dates, signs of temperature abuse, crushed boxes, etc.) without the permission of the State Distributing Agency.

4.1.4 Warehouse Receipts and Receiving

4.1.4.1 Upon acceptance of each shipment of food, the Respondent must prepare a nonnegotiable warehouse receipt and submit it, along with a copy of the bill of lading (BOL) to the SDA.

4.1.4.2 Respondent must designate an individual to receive a USDA Authentication user ID and password for the purpose of receiving shipments into the USDA Web-Based Supply Chain Management (WBSCM) site. The State Distributing Agent will provide training on the receipting process and other WBSCM reports.

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

4.1.5 Inventory Tracking

The Respondent must:

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

4.1.6 Recipient Agency Orders and Deliveries

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

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

4.1.7 Recipient Agency Delivery Invoices

- 4.1.7.1** Respondent must issue a delivery invoice for each Recipient Agency.
- 4.1.7.2** The delivery invoice at a minimum must include the following information:
 - 4.1.7.2.1** Drop site address
 - 4.1.7.2.2** Items being delivered
 - 4.1.7.2.3** Fixed Fee per case

- 4.1.7.2.4 Total delivery cost
- 4.1.7.2.5 Place for Recipient Agency representative signature. Physical or electronic signatures are acceptable.
- 4.1.7.2.6 Two (2) copies, one for Recipient Agency and one for the delivery driver. Copies may be electronic.
- 4.1.7.3** At time of delivery Respondent must obtain a signature from a Recipient Agency representative on the delivery invoice.
- 4.1.7.4** Copies of the signed delivery invoices must be submitted to the State Distributing Agency within five (5) business days of request.

4.1.8 Recipient Agency Deliveries

The Respondent must:

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

4.1.9 Recipient Agency Pickup

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

4.1.10 Damaged Product

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

4.1.11 Emergency or Disaster Situation

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

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

4.2 For Further Processed Category of End Products

4.2.1 State Role

The State Distributing Agency:

4.2.1.1 Will establish State Participation Agreements with eligible Manufacturers to process USDA Donated Foods into further processed end products commonly used in Iowa Schools.

4.2.1.2 Will collect and coordinate Recipient Agency Diversions for end products annually and provide a list of participating Recipient Agencies to awarded Respondent.

4.2.2 Respondent Role

The Respondent must:

4.2.2.1 Stock further processed end products from manufacturers as awarded per this solicitation.

4.2.2.2 Provide facilities for the storage and control of further processed end products that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain end products in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation.

4.2.2.3 Provide an ordering system for eligible recipient agencies to order products. System needs ability to “turn off” access to certain items and/or to certain Recipient Agencies, at discretion of the State Distributing Agency.

4.2.2.4 Deliver to all eligible Recipient Agencies participating in the NSLP on a regular basis. Frequency to be determined with awarded Respondent. Transportation of USDA Foods must be done so in a manner that properly safeguards them against theft, spoilage, damage, or other loss, and in accordance with industry standard practices.

4.2.2.5 For current commercial customers, Respondent may comingle USDA further processed end product deliveries with other food deliveries. Respondent may also comingle deliveries with the direct delivered USDA Foods.

4.2.2.6 Respondent must adjust delivery invoices for any shortages, damages, or overages discovered upon delivery.

4.2.2.7 Respondent must not provide substitutions of products without prior approval of the Recipient Agency receiving the delivery.

4.2.3 Additional Further Processed End Products

Respondent must allow additional further processed end products, not included in the original pricing spreadsheet (Attachment #2 Cost Proposal Further Processed End Products), to be added to the resulting Contract for the benefit of Recipient Agencies.

4.2.4 Reporting Requirements

Respondent must:

4.2.4.1 Report sales of end products containing USDA Foods to Recipient Agencies at least monthly to the applicable manufacturer's reporting agency (i.e. ProcessorLink, K12Foodservice, etc.).

4.2.4.2 Provide reports detailing usage of further processed end products to Recipient Agencies and the SDA, upon request.

4.2.5 Pass Thru/Crediting

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

4.2.6 Signed Manufacturer Agreement

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

SECTION 5 SPECIFICATIONS

Overview

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

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

- 5.1** Respondent must provide services to the sole satisfaction and in accordance with the instructions provided by the State agency and in accordance with Federal Regulation 7 CFR, Part 250.
- 5.2** Respondent must obtain all required Federal, State and local health inspections. Immediately following notification of Contract award and each Contract renewal, the Respondent must provide the State Agency, upon request, with documentation that inspections/approvals are current.
- 5.3** The Respondent must understand and agree that Hazard Analysis Critical Control Points (HACCP) requirements are applicable to the Contract. The Respondent must be subject to HACCP requirements, (<http://www.fda.gov/Food/GuidanceRegulation/HACCP/default.htm>).
- 5.4 Food Liability**
Respondent will be liable for:
 - 5.4.1** All losses of, damage to, or improper distribution of foods which occurs as a result of the Vendor’s fault or negligence.
 - 5.4.2** All inventory shortages for items in the care, custody, and control of the Vendor that cannot be properly accounted for.
 - 5.4.3** The Respondent must agree and understand that “restitution in cash” or “replacement in kind” shall be required and that claim may be levied against the Respondent to recover the value of food lost, improperly distributed, or not properly accounted for. “Restitution in cash” is defined as the most recently published USDA cost-per-pound. “Replacement

in kind”, which is the first priority, is defined as like product of equal or better quality. USDA FNS Instruction 410-1 rev. 2 or any succeeding or revised document shall be followed in the event of a loss of USDA food. The instruction is posted here: <https://www.fns.usda.gov/usda-foods/claims-for-losses-fns-instruction-410-1>

- 5.5** The Respondent must agree that all records, equipment and facilities shall be available for inspections by representatives of the Comptroller General of the United States, the USDA, the State Agencies, and the State Auditor’s office during normal business hours.
- 5.6 Donated Food Record Retention**
The Respondent must maintain records relating to donated foods. Records must be retained for a period of three (3) years from the close of the fiscal or school year to which they pertain. Records pertaining to claims or audits that remain unresolved in this period of time must be retained until such actions have been resolved.
- 5.7** Upon award of the Contract, the successful Respondent must work with the SDA, and any other organizations designated by the SDA, to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the SDA. If necessary, the Respondent(s) must pick up and transport all USDA inventory remaining in the SDA contracted warehouse located in Cedar Falls, IA.
- 5.8** Upon expiration, termination or cancellation of the Contract, the Respondent must assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. The Respondent must deliver all records, documentation, reports, data, etc., which are required to be produced under the terms of the contract to the SDA in a format and condition that are acceptable to the SDA.
- 5.9 Sex Offender**
Respondent must comply with Iowa Code Chapter 692A, as amended, which generally prohibits individuals who have been convicted of a sex offense against a minor from being present on school grounds or operating, managing, being employed by, or acting as a Contractor or volunteer at a school.
- 5.10 Smoking**
Respondent must comply with all prohibitions on smoking in Recipient Agency facilities and on Recipient Agency grounds pursuant to the Iowa Smoke Free Air Act, Iowa Code Chapter 142D, and other applicable laws or policies.
- 5.11 Cultivated-Protein and Fabricated Egg Products – Iowa Senate File 2391**
Respondent must not submit, as part of this proposal, any food products with cultivated-protein as an ingredient or any food products that are misbranded as a meat or egg product, but in fact contain a cultivated-protein or fabricated-egg food product.

SECTION 6 EVALUATION AND SELECTION
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6.1 Introduction

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

6.2 Evaluation Committee

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

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all parts of Section 5 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

6.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

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

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

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.

- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

6.5 Tied Score and Preferences

- 6.5.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 6.5.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 6.5.3 In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 6.5.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.5.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 7, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

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

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

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;

- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 7.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 7.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

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

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

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

7.2.1 Indemnification

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

7.2.2 Limitation of Liability

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

7.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control

the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

7.2.4 Confidentiality

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

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

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

7.3 Special Terms and Conditions

7.3.1 Additional Further Processed End Products

Respondent must allow additional further processed end products, not included in the original pricing spreadsheet (Attachment #2 Cost Proposal Further Processed End Products), to be added to the resulting Contract for the benefit of Recipient Agencies. Both parties (Respondent and State) must agree that the aggregate value of added purchases during each year of the contract, must not exceed 10 % of the estimated total value at contract start date. Such additions will be included in the Awarded Contract list during the Contract renewal through a contract amendment, and the contract value will be adjusted to reflect the contract value.

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

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

7.3.3 Buy American

The Respondent will comply with the Buy American provision. The Buy American Provision in Section 12(n) of the National School Lunch Act requires RAs to purchase, to the maximum extent practicable, domestic commodities or products. This provision supports American agriculture. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States (U.S.) and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. “Substantially” means over 51% of the final processed product (by weight or volume) must consist of domestic agricultural commodities. This means that unprocessed, agricultural commodities must be domestic. Processed food must be

processed domestically and must contain agricultural food that is over 51 percent domestically grown, by weight or volume as provided in the specifications.

In order to be compliant with the Buy American provision, the SDA requires the vendor to:

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

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

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

7.3.4 USDA Nondiscrimination Statement

(Revised 2-15-23)

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

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

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

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

Mail:

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

Fax:

(833) 256-1665 or (202) 690-7442; or

Email:

program.intake@usda.gov

This institution is an equal opportunity provider.

Declaración de no discriminación del Departamento de Agricultura (USDA)

7.3.5 Iowa Nondiscrimination Statement

(Revised 3-21-16)

It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, 6200 Park Ave Suite 100, Des Moines, IA 50321-1270; phone number 515-281-4121 or 1-800-457-4416; website: <https://icrc.iowa.gov/>.

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

7.3.6 Force Majeure

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

7.3.7 Term Length

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms for a total contract term not to exceed six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term.

7.3.8 Contract Renewal

Contract renewal must be based on:

- Price
- Customer satisfaction with product
- Customer service

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

7.3.9 Payment Terms

7.3.9.1 Payment Methods

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

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

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

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf

7.3.9.3 State Warrant

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

7.3.9.4 Credit card or ePayables

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses

the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

7.3.9.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- 7.3.9.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 7.3.9.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 7.3.9.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 7.3.9.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 7.3.9.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 7.3.9.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 7.3.9.5.7** Contractor shall shred any documentation with credit card numbers.

7.3.9.6 Payment Terms

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

Recipient Agency Payment Terms

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

The SDA, as funding allows, may make payments for the fixed fee portion of RA invoices on behalf of the RAs. The SDA will work in conjunction with Respondent to determine the amount of payment and how it will be applied to RA accounts.

7.3.9.7 Respondent Discounts

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

7.3.9.8 Prompt Payment Discount

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

7.3.9.9 Invoices

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

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

7.3.10 Insurance

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

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Each Occurrence		\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

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

7.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as a separate attachment (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

Response Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
Technical Proposal		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Experience		
Exhibit 4 - Mandatory Specifications		
Exhibit 5 - Transition of Delivery Distribution		
Exhibit 6 - USDA Foods Categories and Service Regions		
Exhibit 7 - Storage Facilities		
Exhibit 8 - Inventory Procedures		
Exhibit 9 - Ordering System		
Exhibit 10 - Order Preparation Procedures		
Exhibit 11 - Delivery Procedures		
Exhibit 12 - Delivery Frequency for Recipient Agencies		
Exhibit 13 - Product Shortages		
Exhibit 14 - Product Recalls		
Exhibit 15 - Reports and Reporting		
Exhibit 16 - Further Processed End Product Food Show		
Exhibit 17 - Subcontractors		
Exhibit 18 - Anti-Lobbying Certificate		
Exhibit 19 - Assurance of Civil Rights Compliance		
Exhibit 20 - Food Recall Assurance		
Public Copy of Technical Proposal with Confidential Information Excised (Optional)		
Cost Proposal		