

**REQUEST FOR PROPOSALS  
(RFP)  
FOR MILK AND DAIRY PRODUCTS**

**Issued on May 6, 2025  
by the following districts:**

**Adel Desoto Minburn (ADM)**

**Ankeny**

**Grinnell**

**Indianola**

**Johnston**

**Norwalk**

**Pella**

**Saydel**

**Southeast Polk**

**Urbandale**

**West Des Moines**

**Waukee**

### **RFP Introduction**

This solicitation is requesting sealed dairy proposals from responsive and qualified distributors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the individual school districts listed in this RFP, herein after referred to as the School Food Authority (SFA), to award individual contracts to procure milk, juice and other dairy products from qualified dairy distributors. Dairy distributors are invited to submit proposals to provide milk for each SFA. The participating districts have included a district profile sheet outlining the product needs for the individual district including estimated usage and a cost/price analysis estimation as required by 2CFR 200.323 on "Attachment A product sheets with estimated quantities. Respondents may choose to respond to none, any or all SFA's listed in this RFP. Dairy distributor(s) who submit a proposal in response to this solicitation will be herein after referred to as "Distributor" or "Vendor".

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

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

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

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

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

- 7 CFR Part 210 National School Lunch Program (NSLP)
- 7 CFR Part 215 Special Milk Program for Children (SMP)
- 7 CFR Part 220 School Breakfast Program (SBP);
- 7 CFR Part 225 Summer Food Service Program (SFSP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced-price meals and free milk in schools

- 7 CFR Part 250 Food Distribution Program
- 2 CFR Part 200 and Appendix II to Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- USDA and IDOE program regulations guidance and instructions
- State law, regulations, and policies that are not in conflict with federal requirements
- Local law, regulations, and policies that are not in conflict with federal requirements

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

**Proposal Submission Deadline: Tues May 27<sup>th</sup> 2025 by 1:00 P.M CST**

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

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

**Deliver 12 paper copies and 1 digital flash drive (1 original + 11 additional copies) of the proposal to the following location:**

West Des Moines Community Schools  
Learning Resource Center  
3550 Mills Civic Pkwy  
West Des Moines IA 50265  
Attn: Willow Kriegel

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

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

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

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

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

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

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

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

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

**Errors/Omissions/Withdrawal of Proposal:** Vendors must check price quotations for mathematical and typographical errors before submittal. All corrections must be initialed. Failure to comply may result in disqualification of proposal. A proposal may be withdrawn after the time and date designated for receiving proposals if clear and convincing sworn, written evidence of obvious mechanical, clerical, or mathematical error is furnished by the Vendor within 48 hours of proposal opening. Negligence on the part of the Vendor in preparing proposal confers no right of withdrawal or modification of proposal after proposals have been opened.

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

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

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

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

responsible vendor with the lowest total extended costs for their respective district. Winning Vendor(s) will be herein referred as the “*Selected Distributor*.”

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

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

#### **USDA Civil Rights Non-Discrimination Statement**

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

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

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

(ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

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

2. fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:

[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider

### **Iowa Non-Discrimination Statement**

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

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

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

**Contract Modification:** The SFA reserves the right to modify the awarded contract by mutual agreement with the selected distributor, provided that any modification does not exceed the 15% material change threshold as recommended by USDA regulations. All contract modifications must be documented through a written and authorized amendment issued by the SFA.

**Piggybacking Clause:** Upon mutual agreement with the selected distributor, a School Food Authority (SFA) may allow additional districts to participate under the terms of this contract. Any such additions shall not exceed 15% of the original bid value, in accordance with USDA regulations.

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

**Distributor Agreement:** Selected Distributor will need to sign a contract upon notification by SFA. This contract (awarded contract) will include terms and conditions as described in this RFP, submission responses from the proposal of the Selected

Distributor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Distributor.

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

**Period of Performance:**

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

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

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

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



**Quality:** All goods furnished must strictly conform to the proposal and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the SFA. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The SFA shall have the right at all times during the performance of the awarded contract to conduct such tests and inspections as is deemed necessary to assure

Selected Distributor's compliance with the awarded contract. The SFA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

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

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

**Submission of Proposal Pricing:** Vendors must provide adjustable prices on products listed. Proposals should also include fixed pricing if an available option. Proposal pricing will apply to all sites within the district regardless of delivery frequency.

**Fixed Pricing:** Fixed pricing shall remain firm for the initial term of the awarded contract and may be negotiated upon subsequent renewal periods upon mutual agreement. All fixed prices in the proposal for all products will be net, FOB. The prices will be per unit specified and reflect the content of the product (e.g, whole milk, 2 percent milk, 1 percent milk, skim milk). Fuel surcharges will not be allowed.

**Adjustable pricing (pricing with escalation clause for price adjustment):** Adjustable pricing will be based on initial fixed prices with subsequent price adjustment. All adjustable prices proposals for all products will be net, FOB. The prices will be per unit specified and reflect the content of the product (e.g, whole milk, 2 percent milk, 1 percent milk, skim milk). The prices quoted on the escalator proposal shall be based upon Federal Milk market Order price announced per month. Fuel surcharges will not be allowed.

Cost increases or decreases for Class I raw milk shall include, but not be limited to, actions (1) by the Milk Market Administrator of the USDA, state or local governmental agencies, milk market cooperatives or association of independent milk producers or (2) under the Economic Stabilization Act of 1970, as amended. The Selected Distributor must submit a copy of the official milk market statement along with the SFA's monthly statement. If the Selected Distributor fails to properly notify the SFA of any price decrease which would result in a decrease in the Selected Distributor price of milk, the SFA will make the appropriate reduction in price, effective the date such reduction should have been made, had the Selected Distributor given proper notice, or take such other action as is appropriate to give the SFA the advantage of said reduction.

When an increase or decrease occurs between the proposal opening date and the starting date of the awarded contract, the SFA will consider the increase or decrease to be within

the escalation clause conditions. Price adjustments shall be effective on the first day of the month following a 30 day written notice to the SFA of the amount of such cost increases or decreases and price adjustment per unit. If Selected Distributor wishes to qualify for the price adjustment, the Selected Distributor must furnish the purchaser with a letter from the Selected Distributor's source of supply at the beginning of the contract period and on the first day of each month throughout the school year stating the supplier's cost for Class I raw milk.

The schedule below indicates one-milliliter change for each bracket of increase or decrease of 100 pounds of raw milk (Class I) containing 3.5 percent butterfat. The SFA will only consider one-mil increments. As an example, if on November 1 the published price announcement indicates a price increase between \$0.10 and \$0.20 per hundredweight over the previous monthly announcement, SFA will consider a price adjustment of \$0.001 per half pint of low fat white, and skim (fat free) white, strawberry, and chocolate milk. Therefore, if Selected Distributor proposal \$0.13 per half pint of low-fat white milk, the new price effective the following month (December) would be \$0.131. If there was a decrease in price, the reverse would take place.

#### **Escalation Clause for Price Adjustments**

*Increase or decrease cost  
per hundred weight  
count of milk to the dairy*

*Increase or decrease cost of milk to SFA*

	\$0.001 per half pint
\$0.10 to \$0.20 per cwt	\$0.002 per half pint
\$0.21 to \$0.40 per cwt	\$0.003 per half pint
\$0.41 to \$0.60 per cwt	\$0.004 per half pint
\$0.61 to \$0.80 per cwt	\$0.005 per half pint
\$0.81 to \$1.00 per cwt	\$0.006 per half pint
\$1.01 to \$1.20 per cwt	\$0.007 per half pint
\$1.21 to \$1.40 per cwt	

Note: This ratio will continue in brackets of 20 cents per hundredweight.

The Selected Distributor's failure to furnish the SFA with the certified cost of Class I raw milk by the designated times or the Selected Distributor's failure to make price adjustments as milk prices fluctuate will disqualify the Selected Distributor from the benefits of the price adjustment clause and the price of milk to the SFA will revert to the lowest price paid by the SFA during the contract period.

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

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

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

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

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

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

Calendar or Events	
Action	Date/Time and Location if applicable
Release of solicitation	Tues May 6 ,2025 DAS website Email to known Vendors
Last date to submit written questions	Tues May 13, 2025 Via email
Release of responses to written questions in the form of an addendum will be sent to all vendors that submitted an intent to respond to the solicitation	Thursday May 15 <sup>th</sup> , 2025 via email and posted on DAS website
Due date for proposals	Tues May 27, 2025 1:00pm CST Learning Resource Center 3550 Mills Civic Pkwy West Des Moines IA 50265
Notices of intent to award	Thurs May 29, 2025 via email
Awarded contract approvals	Individual school districts board meetings following the notice of intent to award
Selected distributor start date	July 1, 2025

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

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

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

**Dairy Specifications:** Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the SFA includes manufacturer/brand name and numbers as a part of the description of any item, the Vendor may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

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

- a. All dairy products delivered shall have been processed and packed in accordance with good commercial practice.
- b. All dairy products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future proposal consideration.
- c. All dairy products must be produced and sold in compliance with all federal and state health laws and regulations.
- d. Exterior of packaging and cartons shall be free of dirt, ice, water, and milk and shall be in such conditions that they can be placed directly on the serving line.
- e. Milk shall be fresh, Grade A homogenized, pasteurized, and enriched with vitamins A and D.
- f. All flavored milks shall be fat free and contain no more than ten (10) grams of added sugars per 8 fl oz.
- g. No water, preservatives or other foreign substances shall be added except vitamins A and D at levels specified by U.S. Food and Drug Administration (FDA) and consistent with state and local standards.
- h. All milk shall not be treated with artificial bovine growth hormones or rBST.
- i. Any dairy products unsatisfactory in the judgment of the SFA will be returned and must be replaced immediately by the Select Distributor.

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- j. The Select Distributor must be able to supply specified products to the schools in quantities needed.
- k. Select Distributor will be required to pick up empty crates upon delivery at each school site.
- l. Fresh milk and other dairy products shall be available for consumption when schools and summer meal programs are in session. Quantities of milk left over on the last day of school, before winter and spring recesses, and at the closing of schools in June and July shall be picked up by the Select Distributor, and amount credited to the school from which milk was picked up. **A credit receipt shall be left at SFA at the time of pick up.**
- m. *Delivery:* Amounts are according to items and quantities ordered. A legible delivery receipt must be accompanied. If credit due, should be noted on receipt.
- n. *Finished product:* Fluid milk and milk products shall be formulated and packaged in accordance with current good manufacturing practices.
- o. *Pasteurization/Homogenization:* Pasteurization shall be in accordance with state and federal requirements. The fluid milk and milk products shall be homogenized.
- p. *Foreign material:* Fluid milk and milk products shall be clean, sound, wholesome, and be free from foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.
- q. *Flavors:* All types of fluid milk and milk products shall be free from all undesirable and objectionable flavors, have a pleasingly sweet distinctive individual characteristic flavor and shall possess a pleasing and desirable characteristic aroma, and shall be free from undesirable flavors; such as, putrid, bitter, metallic, and excessive acid.
- r. *Chocolate flavoring:* The chocolate flavoring shall be derived from cacao products. The flavoring products shall have a pleasingly sweet distinctive chocolate flavor free from objectionable flavors.
- s. *Color:* All types of fluid milk and milk products shall be uniformly colored throughout and characterize the type and/or flavor it represents.
- t. *Body:* The body of fluid milk and milk product types shall be smooth with an acceptable mouth feel. They shall not be slimy, ropy, or show evidence of wheying-off or floating fat particles. The body shall be smooth, uniform, and of medium consistency. They shall be free from undesirable gas formation, wheying-off, and practically free from entrapped air.
- u. *Shelf life and age requirement:* All fluid milk and milk products shall comply with state, federal, and local laws, regulations, or requirements.
- v. *Cooler Requirement:* Coolers must be furnished for milk storage in buildings where required. Cooler should be lockable, in good repair and free from rust and dents. A minimum of 2 keys will be provided to each location. Coolers will be maintained and serviced by Distributor including emergency replacement or repair within 24 hours if necessary.

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- w. *Packaging:* Preservation, packaging, packing, labeling, and case marking shall be commercial unless otherwise specified in the solicitation, contract, or purchase order. Milk cartons shall be coded with expiration date in accordance with current dairy practices and/or requirements. Each carton shall contain proper nutrition and caloric information pertaining to its contents and weight according to federal and state regulations.

All products shall be delivered and packaged in clean cartons and stored in clean crates free of unpleasant odors and debris at time of delivery, stored in clean mechanically refrigerated trucks or coolers and kept at a temperature of 35 to 40 degrees Fahrenheit (not iced).

*Type of milk containers*

- a. Milk cartons shall be gable top, one-half pint, plastic impregnated, leak proof, and disposable.
- b. Plastic, 8 oz bottles with twist caps. Caps will be color coded for different milk products.
- c. Opaque plastic jug, gallon, leak-proof, disposable with tamper evident cap.

**Evaluation of Proposal**

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

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**Vendors must supply the following products for evaluation purposes at or before the proposal due date**

**Product must have a good thru date of at least May 27<sup>th</sup>, 2025**

Minimum of 12 each in cartons of the following items milk  
1% and Fat free white, fat free chocolate and strawberry (if available)  
1-Each of available flavors of 6 oz containers of yogurt per specification listed  
1 5lb container of 1% and 1 5lb container of 2% cottage cheese  
12 cartons or cups of orange juice

Delivery must be coordinated with:

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

**Additional Procurement and Contract Terms**

- 1.1 Free and Open Competition: This solicitation is intended to promote free and open competition. If the language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Distributor to notify Willow Kriegel in writing, at [kriegelw@wdmcs.org](mailto:kriegelw@wdmcs.org), so as to be received within five (5) business days after the date the solicitation is issued by the SFA. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.
- 1.2 [2 CFR 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned business, and labor surplus area firms](#)
  - (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned



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businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

**Targeted Small Business Certification** Small businesses, businesses owned, operated, and managed by women, minority persons, veteran-owned are encouraged to respond to the solicitation. Vendor should attach a copy of the Targeted Small Business (TSB) certification issued by the Iowa Department of Economic Development

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

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1.6 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (*required for all procurement events, regardless of estimated value*)

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

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

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

Employ and treat employees fairly during employment, which shall include, but is not limited to the following: upgrading, demoting, or transferring, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (*required for capital improvement projects*)

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- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (***required for procurement events over \$100,000***)
- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (***required for procurement events over \$150,000***).
- F. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (***required for procurement events over \$25,000***)

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AD-1048: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions or AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (fillable) - Expiration Date: 09/30/2025

This certificate is required by regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the Jan 30, 1989, Federal Register (pages 4722-4733)

- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (***required for procurement events over \$100,000***)

OMB Form 4040-0013 Certification Regarding Lobbying and OMB Form 4040 0013 SF LLL Disclosure of Lobbying Activities

This certification is required by regulations as indicated in Appendix II to 2 CFR 200

- H. §200.323 Procurement of recovered materials.
- a. A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
  - b. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, See Executive Order 14057, section 101, Policy. (***strongly recommended for the procurement of small wares and capital assets as part of capital improvement projects.***)

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- I. §200.216 Prohibition on certain telecommunications and video surveillance equipment or services.
  - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    - (1) Procure or obtain covered telecommunications equipment or services;

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

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

Provide documentation to verify the percentage of U.S. content in any processed end product

To allow periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses.

Require a certification of domestic origin for agricultural products which do not have country of origin labels. For each product with no country of origin label, complete the information in the following statement:

“The vendor certifies that was the listed product was processed in the U.S. and contains over 51% of its agricultural food component from the U.S.”

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

The product is listed on the Federal Acquisitions Regulations Non-available articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. In order to be in compliance with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process:

To be considered for an alternative or exception, the request must be submitted in writing to [click here to enter text](#) (SFA should insert designated school official name and SFA contact information), a minimum of 7 days in advance of delivery. The request must include:

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

Price of the domestic food alternative substitute(s); and

Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

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

Price of the domestic food product; and

Price of the non-domestic product that meets the required specification of the domestic product.

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

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

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

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

1.11 Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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**Termination by Mutual Agreement or for Convenience:**

The contract may be terminated prior to its expiration by mutual agreement of both parties, provided that written notice is given and accepted no less than thirty (30) days in advance. The termination date must be mutually agreed upon, and no penalties shall be incurred by either party. In such event, the contract may be awarded to the next lowest responsive and responsible vendor for the remainder of the agreement term, including any approved one-year extensions. Additionally, the SFA reserves the right to terminate the awarded contract at any time, without cause and without penalty, by providing thirty (30) days' written notice to the selected distributor.

**1.12 Non-Performance of Contract and Termination for Cause:** Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either

termination may be implemented unless and until the other party is given:

at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and

an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

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

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

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

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



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1.14 Indemnity and Insurance

- a. The Selected Distributor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the SFA, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. The Selected Distributor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees. However, the Selected Distributor shall have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the SFA, its officers, its agents or its employees.
- b. The Selected Distributor shall, as a minimum, obtain and maintain during the entire period of performance of the awarded contract insurance provided by insurers authorized to transact business Iowa, has and maintains at a minimum the following coverage placement:
  - i. Worker's compensation and employee liability insurance – worker's compensation insurance limits as required by the State of Iowa. The policy shall include a waiver of subrogation in favor of the SFA.
  - ii. Comprehensive general liability/professional liability insurance – For standard contracts, minimum limits of \$1,000,000 per occurrence. The policy shall include a waiver of subrogation in favor of the SFA with an additional insured endorsement.
  - iii. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract. The policy shall include a waiver of subrogation in favor of the SFA.
  - iv. Excess liability insurance – the SFA reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance shall follow the same form and offer the same protections as employer's liability, general liability, and auto liability. It shall also be as broad as the underlying policies of liability. Limits of excess liability coverage will be established based on the size and scope of the contract project. Additional insured and/or waiver of subrogation endorsements will be required.
- c. The minimum insurance amounts specified in paragraph b shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then SFA shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Selected Distributor.
- d. The insurer's cost of providing the insured's a defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. If any of the Selected Distributor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the awarded contract or its license to do business in Iowa is revoked or expires, the Selected Distributor shall meet the requirements of the awarded contract.

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- e. Certificates of insurance evidencing that the requirements of paragraph b have been met shall be furnished to SFA before work is commenced with respect to
  - f. performance under the awarded contract. The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as SFA may require or approve, and with insurers approved by SFA. Provisions shall be made for thirty (30) day's advance written notice by mail to SFA of change in or cancellation of such insurance.
  - g. In the event the Selected Distributor fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the awarded contract, SFA shall have the right to withhold any payments or partial payments required to be made under the awarded contract; and shall have the right to continue withholding any or all of said payments so long as the Selected Distributor has not complied with the requirements of this clause.
- 1.15 Appropriations and Approval: Any and all obligations of the SFA under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the SFA, state, or federal grant.
- 1.16 Hazardous Material: The Vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this proposal shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the proposal.

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

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

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

The undersigned hereby offers to provide milk as specified in this proposal for the period starting July 1, 2025 and ending June 30, 2026.

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

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

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

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

Organization Name (print): \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

Name of Authorized Representative (print): \_\_\_\_\_

Title  
(print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

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**ATTACHMENT B: VENDOR CONTACT INFORMATION**

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

**LEGAL NAME OF FIRM:** \_\_\_\_\_  
**DBA OR BUSINESS NAME (IF DIFFERENT)** \_\_\_\_\_

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

CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**PAY OR REMIT ADDRESS**

**LEGAL NAME OF FIRM:** \_\_\_\_\_  
**STREET ADDRESS:** \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
**FIRM TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**FIRM’S FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_

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

**Emergency Contact Person for After/Before Hours** \_\_\_\_\_

**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_

**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_

**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**ATTACHMENT B CONTINUED**

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

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

CELL PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

CELL PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

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**ATTACHMENT C: INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Both the School Food Authority (SFA) and the Distributor shall execute this Independent Price Determination Certificate.

Distributor Name	
School Food Authority	

1. By submission of this proposal, the Distributor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
  - a. The prices in this proposal have been reached independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Distributor or with any competitor.
  - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed to the Distributor and will not knowingly be disclosed by the Distributor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Distributor for the purpose of restricting competition.
  - c. No attempt has been made or will be made by the Distributor to induce any person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing this proposal on behalf of the Distributor certifies that:
  - a. He or she is the person in the Distributor's organization responsible within the organization for the decision as to the prices being proposal herein and has not participated, and will not participate in any action contrary to 1.a through 1.c above; or
  - b. He or she is not the person in other Distributor's organization responsible within the organization for the decision as to the prices being proposal herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1.a through 1.c above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1.a through 1.c above.

**ATTACHMENT C CONTINUED**

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

---

Signature of Distributor's Authorized Representative

---

Title

---

Date

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

---

Signature of School Food Authority's Authorized Representative

---

Title

---

Date

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

**ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION UNITED STATES  
DEPARTMENT OF AGRICULTURE (USDA)**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary  
Exclusion

**Lower-Tier Transaction**

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

**(Before completing certification, read instructions on next page.)**

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

---

Distributor Name

PR/Award Number or Project Name Name(s) and Titles of Authorized Representative(s)

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Signatures

---

Date



**INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION**

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

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

ATTACHMENT E: LOBBYING CERTIFICATION

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Distributor Name/Address of Organization

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Distributor Name/Title of Submitting Official

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Signature

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Date