



# **REQUEST FOR PROPOSALS (RFP) FOR DAIRY PROPOSALS FROM DISTRIBUTORS**

**Date of request: Thursday, April 13, 2023**

**Completed sealed proposals must be submitted no later than**

**Tuesday, April 25, 2023 @ 12 noon**

**RFP issued by:**

**Southeast Polk Community School District  
8325 NE University Ave  
Pleasant Hill, IA 50327**

**Ankeny Community School District  
2220 NW State Street  
Ankeny, IA 50023**

**Saydel Community School District  
5740 NE 14<sup>th</sup> Street  
Des Moines, IA 50313**

**Proposal contact:  
Amy A'Hearn, MBA, RDN, LD, SNS  
Director of Food & Nutrition Services  
515-957-3431  
[amy.ahearn@southeastpolk.org](mailto:amy.ahearn@southeastpolk.org)**

**PLEASE READ SOLICITATION CAREFULLY!**

**DISTRIBUTOR'S STATEMENT OF NO PROPOSAL**

Due to the limited number of distributors for milk in our area, we are encouraged to seek out and request a STATEMENT OF NO PROPOSAL in order to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive proposal. If your company does not intend to submit a proposal, your submission of the STATEMENT OF NO PROPOSAL will help us meet the justification requirements for a sole source contract award. All distributors are highly encouraged to submit proposals whenever possible.

If returning a STATEMENT OF NO PROPOSAL, please mail it to the following address:

**Southeast Polk Community School District**

ATTN: Amy A'Hearn

8325 NE University Ave

Pleasant Hill, IA 50327

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

We, the undersigned, have declined to participate in Southeast Polk Community School District's invitation for distributors to submit proposals in response to this solicitation for milk pricings for the following reasons:

\_\_\_\_ We do not offer this product  
\_\_\_\_ Unable to meet specifications; please specify: \_\_\_\_\_  
\_\_\_\_ Unable to meet procurement requirement; please specify: \_\_\_\_\_  
\_\_\_\_ Unable to deliver to your location (area): \_\_\_\_\_  
\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_ Solicitation was too restrictive; please explain: \_\_\_\_\_  
\_\_\_\_\_

If possible, how could our SFA improve its procurement process to encourage more distributors, similar to your company, to respond to solicitations like this one?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE MARK "STATEMENT OF NO PROPOSAL FROM MILK DISTRIBUTORS" ON THE OUTSIDE OF THE ENVELOPE.**

COMPANY NAME: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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

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## **Request for Proposal (RFP) for milk proposals from dairy distributors**

**RFP Introduction:** This solicitation is requesting sealed dairy proposals from qualified milk distributors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the Ankeny Community School District, Saydel Community School District and Southeast Polk Community School District, herein after referred to as the School Food Authority (SFA), to award a contract to procure milk from qualified dairy distributors. Dairy distributors are invited to submit sealed proposals to provide milk to SFA. A dairy distributor who submits a proposal in response to this solicitation will be herein after referred to as "Distributor" or "Vendor".

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

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

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

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

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

**Proposal Submission Deadline: Tuesday, April 25 by 12:00 (noon) 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 SFA. 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 3 paper copies (1 original + 2 additional copies) of the proposal to the following location:**

Southeast Polk CSD  
8325 NE University Ave  
Pleasant Hill, IA 50327

Amy A'Hearn, MBA, RDN, LD, SNS  
Director of Food & Nutrition Services  
515-957-3431  
amy.ahearn@southeastpolk.org

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

**Submission of Proposals:** Vendors may mail sealed proposals to the address above "*Deliver proposals to...*" by the proposal submission deadline. It is the Vendor's responsibility to assure that its proposal is received by this deadline, no exceptions. Vendors may also request a confirmation receipt. Regardless of submission method, it is the responsibility of the Vendor to confirm and ensure that 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 the responsibility for any delay as a result of failure of the mail to deliver proposals on time.**

**Proposal Documents:** The District assumes no responsibility for errors or misinterpretations resulting from the use of a 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 FORM
- 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

**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 to the most responsive and responsible Vendor with the lowest total extended costs. Winning Vendor will be herein referred as the “*Selected Distributor*.”

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

**Proposal protest procedures:** If any Distributor who submitted a proposal has an objection to the award of the

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

**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 Nondiscrimination Statement**

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

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



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

**Type of Contract:** SFA will award a on 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, 2023 to June 30, 2024. 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, 2023 to June 30, 2024
Option Year 1:	July 1, 2024 to June 30, 2025
Option Year 2:	July 1, 2025 to June 30, 2026
Option Year 3:	July 1, 2026 to June 30, 2027
Option Year 4:	July 1, 2027 to June 30, 2028

**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 following addresses at or before scheduled time listed below.

**SFA Director Information**

Scott Litchfield, Nutrition Services Director  
Ankeny Community School District  
2220 NW State Street, Ankeny, IA 50023  
Scott.litchfield@ankenyschools.org  
515-289-3952

Amanda Durflinger  
Director of Food Services  
Saydel Community School District  
5740 NE 14<sup>th</sup> Street, Des Moines, IA 50313  
515-264-0866

Amy A'Hearn, MBA, RDN, LD, SNS  
Director of Food & Nutrition Services  
Southeast Polk Community School District  
8325 NE University Ave, Pleasant Hill, IA 50327  
515-957-3431

### Ankeny Community School District

<u>School Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Deliveries</u>	<u>Number and Size Coolers Needed</u>
Ankeny High School	1155 SW Cherry Street Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x8 Crate
Ankeny Centennial	2220 NW State Street Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Southview Middle School	1020 SW Cherry Street Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Northview Middle School	1302 N. Ankeny Blvd. Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Prairie Ridge Middle School	1010 NW Prairie Ridge Drive Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	2 x16 Crate
Parkview Middle School	105 NW Pleasant Street Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Ashland Ridge Elementary	2600 NW Ash Drive Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Crocker Elementary	2910 SW Applewood Street Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
East Elementary	710 SE Third Street Ankeny, IA 50021	(515) 289-3952	Daily (M-F)	1 x16 Crate
Heritage Elementary	301 SW Prairie Trail Prkway Ankeny, IA 50021	(515) 289-3952	Daily (M-F)	2 x16 Crate
Northeast Elementary	1705 NE Trilein Drive Ankeny, IA 50021	(515) 289-3952	Daily (M-F)	1 x16 Crate
Northwest Elementary	1202 W. First Street Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Prairie Trail Elementary	1850 College Avenue Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Rock Creek Elementary	3800 NW Abilene Road Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate
Southeast Elementary	1005 SE Trilein Drive Ankeny, IA 50021	(515) 289-3952	Daily (M-F)	1 x16 Crate
Westwood Elementary	2920 NW Ninth Street Ankeny, IA 50023	(515) 289-3952	Daily (M-F)	1 x16 Crate

### Saydel Community School District

<u>School Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Deliveries</u>	<u>Number and Size Coolers Needed</u>
Cornell Elementary	5817 NE 3 <sup>rd</sup> Street Des Moines, IA 50313	515-244-8173	2 per week	3 x16 Crate
Woodside middle School	5810 NE 14 <sup>th</sup> Street Des Moines, IA 50313	515-265-3451	2 per week	2 x16 Crate
Saydel High School	5601 NE 7 <sup>th</sup> Street Des Moines, IA 50313	515-262-9325	2 per week	3 x16 Crate

## Southeast Polk Community School District

<u>School Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Deliveries</u>	<u>Number and Size Coolers Needed</u>
Altoona Elementary	301 6 <sup>th</sup> Street SW Altoona, IA 50009	515-967-3771	2 per week	3 x 16 Crate
Centennial Elementary	910 7 <sup>th</sup> Avenue S Altoona, IA 50009	515-967-2109	2 per week	2 x 16 Crate
Clay Elementary	3200 1 <sup>st</sup> Avenue S Altoona, IA 50009	515-967-4198	2 per week	2 x 16 Crate
Delaware Elementary	4401 E 46 <sup>th</sup> Street Des Moines, IA 50317	515-262-3197	2 per week	2 x 16 Crate
Four Mile Elementary	670 SE 68 <sup>th</sup> Street Pleasant Hill, IA 50327	515-265-1972	2 per week	2 x 16 Crate
Mitchellville Elementary	308 Elm Avenue NW Mitchellville, IA 50169	<u>515-967-4274</u>	2 per week	2 x 16 Crate 1 x 12 Crate
Runnells Elementary	6575 SE 116 <sup>th</sup> Street Runnells, IA 50237	515-966-2068	2 per week	3 x 16 Crate
Willowbrook Elementary	300 17 <sup>th</sup> Avenue SW Altoona, IA 50009	515-967-7512	2 per week	3 x 16 Crate
Spring Creek	8031 NE University Ave Pleasant Hill, IA 50327	515-967-5533	3 per week	2 x 16 Crate
Junior High	8325 NE University Pleasant Hill, IA	515-967-5509	3 per week	3 x 16 Crate
SEP High School	7945 NE University Ave Pleasant Hill, IA 50327	515-967-6631	3 per week	2 x 16 Crate open both sides 1 x 16 crate single door

All deliveries must be delivered on or before 7:00 A.M. unless other arrangements are agreed to by the SFA.

Each delivery shall accompany a duplicate delivery ticket, dated and showing quantity of milk delivered.

Each milk delivery shall accompany a duplicate delivery ticket, dated and showing quantity of milk delivered.

Special Delivery Instructions: Emergency deliveries are available on short notice.

Unless an order specifies a different delivery point, all deliveries under the awarded contract shall be free on board (FOB) destination. Title and risk of loss of all goods shall pass to the SFA upon final acceptance.

Delivery dates may be specified in this solicitation. Time is of the essence. Delivery is part of the consideration and the advised delivery date given in this solicitation must be complied with unless otherwise instructed by the SFA. The SFA will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of the SFA.

**Estimations:** The total estimates listed in “Attachment A: DISTRIBUTOR DAIRY PROPOSAL FORM” of this solicitation, are within approximately 10 percent to 20 percent of actual usage in the previous school year with the exception of counts that may have been projected higher or lower due to concern about participation by students. The SFA will not guarantee minimum compensation to be paid to Selected Distributor.

**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 need to complete "Attachment A: DISTRIBUTOR DAIRY PROPOSAL FORM". Vendors are encouraged to submit the most competitive pricing possible because SFA will be soliciting multiple proposals from Vendors to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. If, for any reason, this solicitation has limited a Vendor's ability to provide a competitive proposal, contact SFA as directed in the cover letter to let us know how SFA could increase competition.

**Rounding of Price(s):** Any price which goes beyond the fourth place after the decimal point (e.g., beyond the ten thousands 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 proposal Adjustable pricing and fixed pricing on fluid milk products. Proposal pricing will apply to all sites regardless of delivery frequency. Products other than fluid milk products' price are to remain firm for the entire term of the awarded contract. Unit prices must be given for each item.

**Fixed Pricing:** Fixed pricing shall remain firm for the term of the awarded contract. All fixed prices 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).

**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 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). The prices quoted on the escalator proposal shall be based upon Federal Milk market Order price announced per month.

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**

<i>Increase or decrease cost per hundred weight count of milk to the dairy</i>	<i>Increase or decrease cost of milk to SFA</i>
\$0.10 to \$0.20 per cwt	\$0.001 per half pint
\$0.21 to \$0.40 per cwt	\$0.002 per half pint
\$0.41 to \$0.60 per cwt	\$0.003 per half pint
\$0.61 to \$0.80 per cwt	\$0.004 per half pint
\$0.81 to \$1.00 per cwt	\$0.005 per half pint
\$1.01 to \$1.20 per cwt	\$0.006 per half pint
\$1.21 to \$1.40 per cwt	\$0.007 per half pint

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.

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.

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

Calendar of Events	
Action	Date/Time and Location if applicable
Release of solicitation	Thursday, April 13, 2023
Last date to submit written questions	Thursday, April 20, 2023
Release of responses to written questions in the form of an addendum. Addendum will be sent to those vendors that requested a copy of the solicitation.	Friday, April 21, 2023
Due date for proposals and delivery location	Tuesday, April 25 by 12:00 (noon) p.m. CST School Name: SEP Junior High School Address: 8325 NE University Ave City/State/Zip Code: Pleasant Hill, IA 50327 Contact Person: Amy A'Hearn Contact Person Title: Director of Food & Nutrition Services Contact Person Phone Number: 515-957-3431 Contact Person Email: amy.ahearn@southeastpolk.org
Notice of Intent to Award	At SFA's May Board Meetings
Awarded Contract approval	Board meeting following the Notice of Intent to Award
Selected Distributor start date	July 1, 2023

**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 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. When the description includes the wording "no substitute" in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

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

- a. All 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 homogenized, pasteurized, and enriched with vitamins A and C.
- f. All milk shall be fresh, Grade A, pasteurized, and homogenized.
- g. All flavored milks shall contain no more than twenty-two (22) grams of sugar with no high fructose corn syrup added, no more than 150 calories and fat-free.
- h. 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.
- i. All milk shall not be treated with artificial bovine growth hormones or rBST.
- j. Any dairy products unsatisfactory in the judgment of the SFA will be returned and must be replaced immediately by the Select Distributor.
- k. The Select Distributor must be able to supply the schools with **all types of dairy products at all times.**
- l. Select Distributor will be required to pick up empty crates upon delivery at each school site.
- m. Fresh milk and other dairy products shall be available for consumption when schools 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.**
- n. *Delivery:* Amounts are according to items and quantities ordered. A legible delivery receipt must be accompanied. If credit due, should be noted on receipt.
- o. *Finished product:* Fluid milk and milk products shall be formulated and packaged in accordance with current good manufacturing practices.
- p. *Pasteurization/Homogenization:* Pasteurization shall be in accordance with state and federal requirements. The fluid milk and milk products shall be homogenized.
- q. *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.
- r. *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.
- s. *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.
- t. *Color:* All types of fluid milk and milk products shall be uniformly colored throughout and characterize the type and/or flavor it represents.
- u. *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.
- v. *Shelf life and age requirement:* All fluid milk and milk products shall comply with state, federal, and local laws, regulations, or requirements.
- w. *Cooler Requirement:* Coolers must be furnished for milk storage in buildings where required. Coolers will be maintained and serviced by Distributor. Must provide adequate lock system for each cooler.

**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 milk shall be delivered and packaged in clean cartons and stored in clean crates free of 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. "Healthy lifestyle" message on the sides of cartons at no additional cost to the SFA.
- 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%	

#All vendors must supply 1 case of each milk carton variety – fat-free white, 1% white, Fat-free chocolate, fat-free strawberry and low sugar (if available) fat-free strawberry and chocolate milk for evaluation. Delivery must be coordinated with each district.

#### **Note:**

\*Percentage weights must add up to 100%

\*\*Evaluated on a scale of 1 to 5: 1=worst, 5=best

\*\*\*Total score determined by sum of Weight x Raw Score for each criteria

### **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 Amy A'Hearn in writing, at [amy.ahearn@southeastpolk.org](mailto:amy.ahearn@southeastpolk.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 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.

**1.3 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.



**1.4 Inspection of Public Records:** All information received from Select Distributor shall be subject to inspection once the contract is awarded.

**1.5 Buy American:** SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16). Selected Distributor must be able to comply with this requirement.

**1.6 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.

**1.7 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.

**1.8 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.

**1.9 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.

**1.10 Mutual Agreement Termination:** With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party. Contract will be awarded to the next lowest vendor for the duration of this agreement including any additional one-year terms.

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

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested ) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.
- c. Contract will be awarded to the next lowest vendor for the duration of this agreement including any additional one-year terms.

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

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

**1.13 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.

**1.14 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.

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

#### **1.16 Indemnity and Insurance**

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

- d. The insurer's cost of providing the insured's a defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. If any of the Selected Distributor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the awarded contract or its license to do business in Wisconsin is revoked or expires, the Selected Distributor shall meet the requirements of the awarded contract.
- e. Certificates of insurance evidencing that the requirements of paragraph b have been met shall be furnished to SFA before work is commenced with respect to performance under the awarded contract. The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as SFA may require or approve, and with insurers approved by SFA. Provisions shall be made for thirty (30) day's advance written notice by mail to SFA of change in or cancellation of such insurance.
- f. In the event the Selected Distributor fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the awarded contract, SFA shall have the right to withhold any payments or partial payments required to be made under the awarded contract; and shall have the right to continue withholding any or all of said payments so long as the Selected Distributor has not complied with the requirements of this clause.

**1.17 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.

**1.18 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.

#### **SFA PROFILE**

##### **Ankeny Community School District**

Student Enrollment	12,500
Average Breakfast	1,000
Average Lunch	7,500

##### **Saydel Community School District**

Student Enrollment	1,300
Average Breakfast	546
Average Lunch	1,066

##### **Southeast Polk Community School District**

Student Enrollment	7095
Average Breakfast	1800
Average Lunch	5400

**SCHOOL CALENDAR:** See attached. Calendars do not reflect summer meal programs. All 3 districts host summer meal programs.

**HOLIDAY SCHEDULE:** See attached calendar.

**ATTACHMENT A: DISTRIBUTOR DAIRY PROPOSAL FORM**  
**VENDORS, complete, sign, and return this "DISTRIBUTOR DAIRY PROPOSAL FORM"**

**DISTRIBUTOR DAIRY PROPOSAL**

The following pricing is being submitted in response to the request for dairy proposals from distributors.  
 List alternate packaging if available for any of the milk products listed below.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	Qty	Escalat or pricing	Firm pricing	Extended costs
<b>MILK PRODUCTS</b>							
Skim = Fat Free (FF) and 1% = Low Fat							
	½ pt in carton	Milk, skim, chocolate		1,779,000			
	½ pt in carton	Milk, 1%, white		113,100			
	½ pt in carton	Milk, skim, white		432,000			
	1 gallon	White milk, 1% milk fat		8			
	1 gallon	White milk, Skim		1			
	½ gallon	White, whole milk		10			
	1 quart	White, whole milk		36			
	12 oz plastic	Chocolate milk, fat free		55,000			
	12 oz plastic	Strawberry, fat free		1,600			
	12 oz plastic	White, fat free		7,900			
	12 oz plastic	White, 1 %		100			
<b>DAIRY PRODUCTS</b>							
	Five lb tub	Cottage cheese, 2% or less milk fat		270			
	Five lb tub	Sour cream, low-fat, State butterfat content/low fat%		20			
	Five lb tub	Sour cream, nonfat		10			
	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added		10			
	Five lb tub	Yogurt, Low-Fat, Strawberry		50			
	Five lb tub	Yogurt, Low-fat, Vanilla		450			
	6 oz containers (pack of 9)	Yogurt, low fat, flavored, no high fructose corn syrup added, list flavors		34,000			
	6 oz containers (pack of 9)	Yogurt, nofat, flavored, no high fructose corn syrup added, list flavors		6000			
	6 oz yogurt	Greek, list flavors		700			
<b>JUICES</b>							
	½ pint	Orange juice, 100% juice		200			
	4 oz	Orange juice, 100% juice		216,100			
	12 oz plastic	Orange juice, 100% juice		16,500			
<b>Total Extended Cost</b>							

All prices quoted are F.O.B. and do not include city or state sales taxes or federal excise taxes. Vendor's failure to execute/sign proposal prior to submittal may render proposal non -responsive.

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, 2023 and ending June 30, 2024.

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): \_\_\_\_\_

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

Address \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Of authorized representative): \_\_\_\_\_ Date \_\_\_\_\_

## 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:** \_\_\_\_\_

**ALTERNATE ADDRESS:** \_\_\_\_ **YES** \_\_\_\_ **NO** If yes, attach separate sheet with information.

### **PAY OR REMIT ADDRESS**

**LEGAL NAME OF FIRM:** \_\_\_\_\_  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**FIRM TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**TOLL FREE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX 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:** \_\_\_\_\_

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

\_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

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

\_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

## ATTACHMENT C: INDEPENDENT PRICE DETERMINATION CERTIFICATE

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

\_\_\_\_\_  
Name of Distributor

\_\_\_\_\_  
Name of 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 arrived at 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.

**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)

\_\_\_\_\_  
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 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 deb

## ATTACHMENT E: LOBBYING CERTIFICATION

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

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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

ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES  
STANDARD FORM –LLL **APPROVED BY OMB**  
**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT**  
**TO 31 U.S.C. 1352**  
**(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)**

<b>1. Type of Federal Action</b> <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> A. Proposal/Offer/Applicatio n <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	<b>3. Report Type</b> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <b>For Material Change Only:</b> Year:_____Quarter:_____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number: (if known)</b>		<b>9. Award Amount: (if known)</b>
<b>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>		<b>10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</b>
<b>11. Amount of Payment: (check all that apply)</b> \$_____  Actual <input type="checkbox"/> Planned <input type="checkbox"/>		<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission

<b>12. Form of payment: (check all that apply)</b> <input type="checkbox"/> A. Cash                      Nature _____  <input type="checkbox"/> B. In-kind (specify) Value _____	<input type="checkbox"/> D. Contingency Fee  <input type="checkbox"/> E. Deferred  <input type="checkbox"/> F. Other: (specify) _____
<b>14. Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)	
<b>15. Continuation Sheets Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>16.</b> Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone Number:</b> _____  <b>Date:</b> _____
Federal Use Only    Authorized for Local Reproduction	

## INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or members of U.S. Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## **ATTACHMENT G: Assurance of Civil Rights Compliance**

The Vendor hereby agrees that they will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this

assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

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Signature of Vendor’s Authorized Representative

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**Date**