

Invitation for Bid IFB Dairy

SY 2024 to 2025

*The Cedar Rapids Community School and Metro Area Schools
issue this Invitation for Bid (IFB) for Dairy for SY 2024-25.*

Cedar Rapids School
District
2500 Edgewood Rd NW,
Cedar Rapids, IA 52405

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Office
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

BID REQUEST – Cedar Rapids and Metro Area Schools Dairy Bid 2024-25 SY

The Purchasing Office of the Cedar Rapids Community School District requests proposals on the attached listed items.

The Purchasing Office and/or Board of Directors reserve the right to reject any and all proposals or any part thereof, to waive informalities and to enter into such contract or contracts as shall be deemed in the best interest of the Cedar Rapids Community School District in the County of Linn, State of Iowa.

Proposals are due to the Purchasing Office at bids@crschools.us not later than 10:00 am CST on Friday, March 8th, 2024.

Proposals will be reviewed and will be presented to the Board of Directors for approval at the March 25th, 2024 board meeting.

Method of proposal submission:

Email: bids@crschools.us and clearly note “**Bid – Cedar Rapids and Metro Area Schools Dairy Bid**” in the subject line. All signatures must be on the forms where indicated prior to submission. Use this email only. All emails received elsewhere will not be opened and will be deleted. This mailbox is accessed during the bid opening, not before. **Emails must not exceed 10MB.**

We are not responsible for machine failure, email or any delivery problems. Call 319-558-2321 to confirm receipt if needed.

Questions regarding this bid must be submitted via email and directed to opikokivaka@crschools.us no later than 10:00 am on Friday, March 1st, 2024.

PLEASE NOTE: We will respond to all questions received on Monday, March 4th, 2024.

A copy of this request and summary of questions received and answers provided will be available at: <https://crschools.us/departments/purchasing/bids/>.

Any company that desires not to bid at this time and wishes to remain on the School District mailing list should notify the Manager of Purchasing to that effect. Otherwise, any company not submitting a bid may be removed from the mailing list for types of items listed in this bid.

USDA Non-Discrimination Statement - 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
Fax: (202) 690-7442; or
Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

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

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Attachment A: Bid Response Form

Attachment B: Acknowledgment

Attachment C: Suspension and Debarment Certification

Attachment D: Assurance of Civil Rights Compliance

Attachment E: Certification Statement Regarding Food Laws

Attachment F: Acceptance of Terms and Conditions

Attachment G: Assurance of Non-Collusion and Certificate of Independence

Attachment H: Certification Regarding Lobbying

Attachment I: Sex Offender Acknowledgement and Certification

Attachment J: Standard Rules for Contractors Working for Cedar Rapids Community

School District

SECTION 1- INTRODUCTION

1.1 Background

The Cedar Rapids Community School District (CRCSD) and Metro Area Schools (Marion Independent, Linn-Mar, and College Community School District) participate in the federally-funded National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (ASP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP). The Child Nutrition Programs are funded by the Food and Nutrition Services (FNS) of the United States Department of Agriculture (USDA) and administered at the state level by the Iowa Department of Education - Bureau of Nutrition and Health Services (IDOE-BNHS).

The Metro Area Schools have combined efforts to purchase dairy items for use in their Child Nutrition Programs. The exclusive contract is valued at approximately \$1.1 million. Member districts work cooperatively to achieve purchasing goals and are not assessed a fee to participate.

District Profiles:

District	ADP Lunch	ADP Breakfast	Sites with Snacks and/or Evening Meals	# Delivery Sites
Cedar Rapids Schools	10,650	6,000	30	33
College Community	3,600	1000	0	8
Linn-Mar	4,923	758	0	11
Marion ISD	1,100	335	0	5

All volume estimates provided in this IFB are based on historical usage data of SFA. While good faith efforts are made in providing the quantities listed in this IFB, quantities are for estimation and planning purposes only. The accuracy of the product volume estimates may be affected by a number of factors including but not limited to availability of federal funds and other subsidies, student preferences, budgetary constraints, and product prices, changing market conditions, product unavailability due to manufacturer discontinuance, or unintentional errors or omissions. The listed quantities are subject to change, with no guaranteed minimum order implied by this request for IFB.

1.2 Intent of the Invitation for Bid (IFB)

The purpose of the CRCSD and Metro Area Schools (herein after referred to as "School Food Authority" or "District" or "SFA") Invitation for Bid (IFB) is to solicit competitive bids from qualified suppliers (herein after referred to as "vendor" or "contractor" or "bidder") for dairy items.

All Dairy Products submitted on this bid must meet all State and Local Requirements, as to maintain high quality of products and under such conditions as to maintain sanitation as required by such agencies having jurisdiction and police power relative to the dairy industry. Vendor will be required to furnish and provide such facilities as needed to conform to the intent of these specifications.

All milk shall be Grade A pasteurized and shall meet all requirements of Iowa law, Chapter 192 and 194, Code of Iowa. All milk shall conform to the minimum standard of the Iowa Department of Agriculture. The District(s) are requesting bids on milk deliveries in paper containers. Samples of milk and/or carton may be requested for approval. Plastic-coated containers should be tight enough to prevent leaking, but cartons should not be difficult for children to open.

CRCS and Metro Area Schools intends to award a contract to the most responsive and responsible vendor whose bid conforms to meeting the minimum requirements of the bid request in accordance to the specifications, general and specific terms and conditions, general instructions, and the conditions of purchase as contained in this Invitation for Bid (herein after referred to as "IFB") and addenda.

1.3 Contract Type

A fixed price contract, with escalation/de-escalation clause, will be awarded to the responsive and responsible vendor(s). The CRCS and Metro Area Schools will select the winning bid based on the terms and conditions contained herein to award the contract for the School Year 24/25, with up to four (4) consecutive one year renewals.

All prices shall be firm for 30 days, after which milk can increase or decrease in accord with changes in the Class I raw milk prices based on monthly Federal Milk Order Announcements for the Central Zone.

Prices for milk delivered can be increased or decreased at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred weight.

1.4 Definitions

Addendum or Addenda means a written document(s) added to the issued Invitation for Bid (IFB) document. Addendum can be a proposed change, clarification/explanation, or addition of missed information to the original IFB document. The addendum/addenda is made in writing and issued to all potential vendors. The addendum or addenda are considered part of the IFB.

Average Daily Participation (ADP) means the average daily number of students who participate in the NSLP and the SBP. The ADP is obtained by dividing the total number of reimbursable lunch or breakfast claimed in a certain month by the number of operating days in the same month.

Binders/Extenders/Fillers means substances added to end products to improve texture, proportion, moisture, appearance, or other characteristics. For a list of acceptable substances please refer to FSIS Directive 7120.1 "Safe and Suitable Ingredients Used in the Production of Meat, Poultry, and Egg Products at:

<http://www.fsis.usda.gov/wps/portal/fsis/topics/regulations/directives/7000-series/safe-suitable-ingredients-related-document>.

Bureau means the Bureau of Nutrition and Health Services of the Iowa Department of Education (IDOE).

Business Days means the days the SFA is open for regular workday.

Child Nutrition (CN) Label – a voluntary Federal labeling program for the Child Nutrition Programs. The CN Labeling Program is run by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA) in cooperation with the Food Safety and Inspection Service (FSIS), Agriculture Marketing Service (AMS); and National Marine Fisheries Service (NMFS).

Child Nutrition Programs (CNP) – The National School Lunch Program (7 CFR 210) including the Fresh Fruit and Vegetable Program, the Seamless Summer Option, and afterschool snacks, School Breakfast Program (7 CFR 220), Special Milk Program (7 CFR 215), Summer Food Service Program (7 CFR 225), the Food Distribution Program (7 CFR 250), and the Child and Adult Care Food Program (7 CFR 226) are collectively referred to as the Child Nutrition Programs (CNP).

Contract means a formal, legally enforceable agreement between the SFA and the vendor. The contract would include the IFB solicitation document, the general and special terms and conditions, any clarifications and amendments made to the IFB, vendor bid, and the award documents, and any terms implied by law.

Distributor means a commercial food purveyor or handler who is independent of a processor and both sells and bills for the end products delivered to recipient agencies.

Extended Price means the unit price for a product multiplied by the quantity.

Fee for Service (FFS) is a Value Pass Through method where the manufacturer bills for the cost of additional ingredients, processing, and delivery to the identified location. The value of the USDA Donated Food is not included in the price for recipient agencies. This method can work as a direct shipment (traditional) or through a distributor (modified).

Food and Nutrition Service (FNS) – the agency under the United States Department of Agriculture responsible for administering the NSLP, USDA Foods, and other nutrition and food assistance programs.

Freight-on-Board (F.O.B.) – Delivery is “just-in-time” Freight-on-Board to the delivery location(s) identified in this IFB. Delivery charges or fees, if any, shall be included in the bid price. No charges shall be noted on the invoice for delivery or handling fees.

If the distributor manages the freight by picking up at the manufacturer's storage facility, or their production plant, the manufacturer agrees to reimburse the distributor the difference between the delivered bid price and the distributors' into stock cost including all freight cost.

Invoice means a bill submitted to the SFA by the vendor for services rendered under the contract.

Invitation for Bid (IFB) – It is a formal method of procurement where the type of solicitation document used is a competitive sealed bidding in which primary consideration is cost and results in a fixed price contract with or without adjustment factors. The expectation is that sealed bids will be received and an award will be made to the responsive and responsible vendor whose bid is lowest in price.

National School Lunch Act (NSLA) means the legislation that established the National School Lunch Program (NSLP) (42 USC 1751 et seq.) in 1946.

Producer Price Index (PPI) means a weighted index that measures the average change over time in prices received (price changes) by producers for domestically produced goods, services, and construction. The PPIs measure price change from the perspective of the seller. The PPI is published by the Bureau of Labor Statistics, U. S. Department of Labor.

Product Formulation Statement (PFS) – A signed statement on manufacturer's letterhead that demonstrates how the processed end product contributes to the meal pattern requirements. Generally for end products with no CN label. More information about PFSs can be found at:

<http://www.fns.usda.gov/cnlabeling/food-manufacturersindustry>.

Rebate means the method where the RA pays the commercial price for a processed item and submits a request for the rebate to the manufacturer, who issues a check for the value of the donated food used.

Recipient Agency (RA) means a School Food Authority or district (public or non-public) or Residential Child Care Institution (RCCI) that participates in the National School Lunch Program.

Request for Proposal (RFP) – It is a formal method of procurement where the type of solicitation documents is a competitive proposal. The RFP identifies the goods and services needed and all significant evaluation factors of which price is of the primary factor to consider an award to the most responsive and responsible vendor.

Responsible Vendor means a vendor that has the capability in all respects to perform the requirements of the contract. In determining whether a vendor is a Responsible Vendor, the SFA may consider various factors including, but not limited to, the vendor's competence and qualifications to provide the goods and services requested, the vendor's integrity and reliability, past performance of the vendor.

School Food Authority (SFA) – the governing body that is responsible for the administration of one or more schools, and has the legal authority to operate the

Program therein or be otherwise approved to by United States Department (USDA) to operate the Program.

Standards of Identity (SOIs) for foods are federal requirements that define what a food product is, its name, and the ingredients that must or may be used in the manufacture of a food. SOIs protect consumers by ensuring labels accurately describe the products contained within the package. Failure to comply places the contractor in violation of the contract with the SFA as well as federal law.

State Agency (SA) – Agency identified in an agreement with USDA to administer Child Nutrition Programs. In Iowa, the Iowa Department of Education (IDOE) is the State Agency for administering the Child Nutrition Programs.

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

Targeted Small Business means a small business which is fifty-one percent (51%) or more owned, operated and actively managed by one (1) or more women, minority persons, or persons with a disability, as defined in Iowa Code Section 15.102.

Velocity Report means a report generated by the distributor that provides the quantity, the date of purchase, and other valuable information. The report can be generated by the distributor for products purchased during a specific time period.

Vendor means a person, firm, corporation, partnership, or joint venture submitting a Bid for the purpose of obtaining a contract.

United States Department of Agriculture (USDA) means the Federal agency designated by the Congress to administer the National School Lunch Program.

SECTION 2: ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

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):

Carissa Jenkins, Issuing Officer
Olivia Pikokivaka, Purchasing Coordinator
Cedar Rapids Community School District (CRCSO)
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, Iowa. 52405
Email: bids@crschools.us

2.2 Procurement Timetable

The following dates are for informational and planning purposes; however, the SFA reserves the right to change the dates:

Event	Date/Time and Location, as applicable
Issue Invitation for Bid (IFB)	Tuesday, February 27th, 2024
Timeline of submission of vendor questions to the Issuing Officer	February 27th, 2024 – March 1st, 2024 Email questions by 10am on March 1st, 2024 to opikokivaka@crschools.us , CRCSO Purchasing Department
Issue responses to vendor questions	Monday, March 4th, 2024
Due date for bid and location	Friday, March 8 th , 2024 by 10am to Issuing Officer Carissa Jenkins, Issuing Officer CRCSO Purchasing Department 2500 Edgewood RD NW Cedar Rapids, IA. 52405 Email: bids@crschools.us
Award Results/Public Record	Tuesday, March 26 th , 2024 Following the Board Meeting 3/25/24
Selected Vendor Start Date	July 1 st , 2024

2.3 Questions, Request for Clarification and Suggested Changes

Vendors are invited to submit questions and requests for clarification, interpretation, and suggestions. All inquiries concerning interpretation, additional clarification, additional information, and questions pertaining to this IFB must be submitted in writing and sent via electronic mail to Olivia Pikokivaka, at opikokivaka@crschools.us and must be received by 10 am on Friday, March 1st 2024.

Oral questions (in person or via telephone) will NOT be permitted. Please reference the page(s) and section number(s) if questions pertain to a specific section of the IFB. Inquiries must include the vendor's business name, vendor authorized representative contact name and job title, email address, and phone number.

2.4 Response to Inquiries

Written addendum to questions and requests for clarification or interpretation, and suggestions will be posted on or before Monday, March 4th by 4pm, and can be found on the SFA website; <https://crschools.us/departments/purchasing/bids/>. Once issued, all addenda will be considered part of this IFB. The SFA assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into this IFB.

2.5 Amendment to the IFB and Withdrawal of the IFB

The SFA reserves the right to amend this IFB at any time. The vendor shall acknowledge receipt of any addendums to this IFB.

Vendors who submit bids in advance of the deadline may withdraw, modify, and re-submit bids at any time prior to the deadline. Vendors must notify the Issuing Officer in writing if they wish to withdraw the bid.

After the deadline for the submission of the IFB, vendors may make a written request to withdraw their IFB and must provide evidence that a substantial mistake has been made or a change in the vendor's ability to perform.

2.6 Cost to Prepare the IFB

The costs of preparation and delivery of the IFB to the SFA are the sole responsibility of the vendor.

2.7 Rejection of IFB

The SFA reserves the right to reject any or all bids, in whole or in part, received in response to this IFB, and at its discretion, may withdraw or amend the IFB at any time prior to the execution of a written contract. Issuance of the IFB in no way constitutes a commitment by the SFA to award a contract.

2.8 Reservation of Rights

The SFA reserves the following rights:

1. To waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve a vendor's competitive position.
2. To re-award the solicitation to another vendor in the event the awarded contractor defaults in executing the formal agreement; and
3. All awards will be made in a manner deemed in the best interest of the SFA and therefore; the SFA shall select the next most responsive vendor, if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

2.9 Public Disclosure of IFB Contents

Before the Notice of Intent to Award is issued, all details of the IFB will remain confidential. Upon issuance of the Notice of Intent to Award, all IFBs become public information. The release of information by the SFA is subject to Iowa Code Chapter 22 or other applicable laws. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a IFB. The SFA will treat all information submitted by a vendor as public information unless the vendor properly requests that information be treated as confidential at the time of submission.

Any request for confidential treatment of information must be included in the transmittal/cover letter with the vendor's bid. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and must explain why disclosure is not in the best interest of the public. The request must include: the name, the address, and telephone number of the person authorized by the vendor to respond to any inquiries by the SFA concerning the confidential status of the materials.

An entire IFB cannot be marked confidential. Only those sections that meet the criteria in Iowa Chapter 22 or other applicable laws for confidentiality may be marked and treated as confidential information.

2.10 IFB Clarification Process

The SFA reserves the right to contact a vendor for the purpose of clarifying price/package information to ensure mutual understanding. The SFA will not consider information if the information materially changes the IFB the Vendor is submitted to the SFA. Failure to comply with requests for additional information may result in rejection of the IFB as non-responsive.

2.11 Vendor Disqualification

Issuance of this IFB in no way constitutes a commitment by the SFA to award any contract or agreement. The SFA reserves the right to accept or reject any part of any IFB and to accept or reject any and all IFBs without penalty. This IFB is designed to provide the vendor with the information necessary to prepare a

competitive bid. It is not intended to be comprehensive and each vendor is responsible for determining the factors necessary for submission of a comprehensive bid. An IFB may be rejected for various reasons, including but not limited to any of the following reasons:

The vendor fails to deliver the bid by the due date and time.

The vendor fails to comply with requests for additional information for clarification purposes, or for request for documents and references within the time specified.

The vendor presents information requested by this IFB in a format that is inconsistent with the instructions of this IFB.

The vendor response limits the rights of the SFA.

The vendor response materially changes the service requirements.

The vendor states a service requirement cannot be met.

The vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of “will comply” or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

The vendor rejects in whole or in part the Terms and Conditions of this IFB.

Modifications, additions or changes to the Terms and Conditions of this IFB.

The vendor submits bid with missing or inaccurate pricing information on the *Official Pricing Spreadsheet* may be ineligible for evaluation and selection for an awarded contract.

Erasure or the use of typewriter correction fluid on the IFB is not acceptable. Prior to submission of the IFB, errors may be crossed out, corrections entered and initialed by the vendor authorized contact.

The vendor initiates unauthorized contact regarding the IFB with the SFA or employees/agents of the SFA.

The vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this IFB.

The vendor fails to disclose any matters that might be conflict of interest, real or apparent shall constitute a material breach of the contract.

2.12 Regulations

All vendors submitting a IFB, agree to comply with all required contract provisions identified in program regulations for programs operated (7 CFR Parts 210, 215, 220, 225, 226, as applicable), USDA Foods (7 CFR Part 250), and Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), respectively.

SECTION 3: VENDOR QUALIFICATIONS AND RESPONSIBILITIES

3.1 Requirements

The SFA is looking for a vendor to provide dairy items listed in this IFB.

If the vendor is unable to provide food, supplies, and services to the SFA, the vendor must briefly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the vendor IFB may be rejected.

In case of default by the awarded contractor, the SFA, after due notice, may procure the necessary food, supplies, or services from other sources and hold the awarded contractor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).

Continuous documented instances of noncompliance with contract terms and conditions may result in termination of the contract.

The products and pricing of the awarded contract may be available for other SFAs or eligible entities (piggybacking), after the initial contract is awarded. By submitting a bid, the vendor agrees to make the same contract terms and conditions, products and price available to other SFAs and eligible entities. The SFA will not in any way incur any liability in relation to specifications, delivery, payment, or other aspect of purchases by any other SFA or other eligible entities.

If the value of this contract increases by 10% it will constitute a material change. This will require the SFA to re-bid the contract. In general, a material change can be thought of as a change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough, to the extent that had other vendors known of these changes in advance, they could have bid differently and more competitively. As such it is not expected that the total value of this IFB will increase or decrease significantly.

3.2 Federal Procurement Requirements

All vendors submitting a sealed bid agree to comply with all the required contract provisions identified in Child Nutrition Programs procurement regulations for those programs the SFA operates. The applicable regulations are [*insert* NSLP 7 CFR Part 210.21, SBP 7 CFR Part 220.16, SMP 7 CFR Part 215.14a, SFSP 7 CFR Part 225.17, CACFP 7 CFR Part 226.22, FDP 7 CFR 250, *as applicable*] and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

3.3 Business Ethics

The vendor must have a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that vendor's standing in any matters whatsoever would preclude it from participating in a contract. The vendor shall provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within last four (4) years.

The vendor shall comply with any reasonable requests for information.

The vendor shall not include, without prior approval; the SFA's name in a published list of customers.

The vendor agrees not to publish or cite in any form any comments or quotes from the SFA without prior approval.

The vendor agrees not to refer to the contract award in commercial advertising in such manner as to state or imply that the vendor products or services provided are in any way endorsed or preferred by the SFA.

The vendor must note any and or matters that might constitute a conflict of interest, real or apparent.

3.4 Nutrition Standards in Child Nutrition Programs and Definitions:

Below are the requirements of SFAs to procure foods to be in compliance with the nutrition standards of Child Nutrition Programs:

TRANS-FAT - Food products and ingredients used must contain zero grams of trans fat per serving (less than 0.5 grams per serving). The trans fat restriction does not apply to naturally occurring trans fat in products such as beef and dairy products made with whole milk.

SODIUM - Sodium amounts are closely monitored. Low sodium and reduced sodium items will be specified within the Product Specification Spreadsheet.

3.4.1 Nutritional Facts and Ingredient Labels

Nutrition Facts and Ingredient Labels must be kept current and readily available for the SFA members. Allergen information must be included in the Ingredient Label as required by the Food Allergen Labeling and Consumer Protection Act.

3.5 Service Requirements

Vendor will be required to furnish milk coolers.

A list of the individual schools requiring coolers shall be provided to the successful vendor after award. Vendor will be responsible for all repairs and maintenance of coolers. Below is a list of current needs.

District	Number of 16-Case Cooler minimum	Number of 12-Case Cooler minimum	Number of 8-Case Cooler minimum
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Cedar Rapids Comm. Schools	34	6	8
College Community Schools	0	0	0
Linn-Mar School	17	1	0
Marion ISD	5	0	1

3.5.1 Ordering Procedures

The SFA prefers an online ordering process, however alternative ordering procedures will be considered.

The quantities shown on the Product List are estimated purchases based on anticipated use during a specified period. Actual quantities may be higher or lower than estimated, and Districts will not be made to purchase or held accountable for estimated purchases.

Schools will place orders daily by 1:00 pm, or a mutually agreed upon time for next day delivery. Schools must communicate with vendor if no order is needed. Alternative schedules may be considered.

In the event a scheduled delivery is not made, which results in loss of reimbursement for the District, the value of the loss will be borne by the vendor.

If necessary, the awarded contractor will provide selected SFA staff necessary training to set-up and utilize an electronic ordering and accounting management system.

Awarded contractor will train selected SFA staff at no additional cost to the SFA.

Ordering shall be in full case quantities whenever possible. Broken case orders will be kept to a minimum.

Sales to any individuals (non-SFA) using the awarded contract is strictly prohibited.

Sales to SFA's sponsored groups using the awarded contract may be authorized only by the SFA.

All substitutions require the prior approval of the individual district SFA. If the awarded contractor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been granted by the SFA.

The awarded vendor will notify the SFA at least thirty (30) days prior if there is a product discontinuance, or changes in manufacturer/packer, pack size, and other product changes. The awarded vendor will coordinate an acceptable product transition with the SFA. A copy of the manufacturer's notification notice may be requested by the SFA.

3.5.2 Delivery Procedures

Deliveries must be transported in refrigerated vehicles. Products must be maintained and delivered at 41 degrees or below.

The District(s) reserve the right to reject the use of any equipment by a vendor if not clean, sanitary condition, and not suitable for hauling consumable goods.

Delivery schedules need to be flexible with student safety as a priority.

Delivery times shall be negotiated with each district however if/when afternoon delivery is needed; deliveries should be completed by 2 pm.

Most schools require daily deliveries due to space, electrical, and storage capacity restrictions. Districts will partner with awarded vendor to create a mutually agreeable delivery schedule. Once schedule is set, alternative delivery schedules must be preapproved by the Food and Nutrition office in that district.

Deliveries are to be placed in the designated refrigerated storage area at each site.

In the event deliveries are delayed, driver must communicate with central Food and Nutrition office or school's food service manager as soon as possible. Districts will determine which entity should be contacted.

A legible delivery receipt to be signed at the time of delivery by the school cafeteria manager must accompany each delivery, if delivery is made before hours, school shall check product and sign receipt by 9 am.

New Food Code Requirement: Arrival time, delivery driver initials, delivery truck temperatures, and school milk cooler temperatures must be legibly recorded on invoice by driver if product is delivered before school personnel arrives. District will ask that product be returned with credit if information is missing.

Product expiration date must be a minimum of four (4) to five (5) days from day of delivery.

Damaged or defective merchandise must be picked up at the time it is replaced or it may be disposed of with credit taken. Leaky cartons will be returned for credits.

Empty crates are to be picked up at the time of the next delivery.

All out-of-date products are to be picked up and credit issued as needed, unless otherwise negotiated.

Issuance of keys determined is by district. Not all schools are allowed to issue keys to buildings.

Milk may be held over short breaks if the expiration date covers the first day of meal service.

Changes in the delivery schedule must be communicated prior to the district(s) main Food and Nutrition office.

3.5.3 Billing and Terms of Payment

Statements for each district's individual schools must be sent to the respective Food and Nutrition Department designee, as specified by each School District. Detailed invoices must be left at each delivery site.

SECTION 4: FORMAT AND CONTENT OF THE BID

4.1 Instructions

All submitted responses should adhere to the instructions and format requests outlined in this IFB. The instructions are designed to facilitate a uniform review process. All responses must follow the outline below, including the numbering, section, and subsection headings as they appear here. Vendors are asked to be brief and to respond only with the information sought. Bids must provide all information noted in this IFB, per issued forms, or on vendor's letterhead, when appropriate and have required signatures. All information requested in the IFB must be received at the time of submission.

4.2 Proposal Submission

4.2.1. The vendor's name should appear on every page, including Attachments.

4.2.2. Only electronic submissions will be accepted. Email submissions to Carissa Jenkins, Issuing Officer at bids@crschools.us.

Email subject line – BIDS -Cedar Rapids and Metro Area Schools Dairy Bid.

Signatures must be on all forms prior to submission.

4.3 Response Content

4.3.1 Bid Response Form (Attachment A)

Vendors will need to complete the Bid Response Form.

The form shall include:

- Company Name
- General Business Information
- Escalation/De-escalation Clause
- Unit Specifications
- Package Price

The vendor shall specifically agree that the bid is predicated upon the acceptance of all terms and conditions stated in this IFB. However, if the vendor objects to any term(s) or condition(s), the vendor must specifically refer to the page(s) and section(s) clearly identifying the term and condition they object and include a statement recommending term(s) and condition(s) the vendor would find acceptable. Rejection in whole or in part to the Terms and Conditions may be cause for rejection of a vendor's bid.

The vendor shall provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within last four (4) years.

4.3.2 Acknowledgement (Attachment B)

The vendor certifies that the contents of the IFB submitted on behalf of the vendor are true and accurate.

4.3.3 Certification of Lobbying (Attachment C)

4.3.4 Assurance of Civil Rights Compliance (Attachment D)

4.3.5 Certification Regarding Food Laws (Attachment E)

The awarded vendor shall operate in accordance to industry standard Hazard Analysis Critical Control Points (HACCP) procedures that are in compliance with federal regulations for safe food handling and quality assurance practices. The SFA may inspect the awarded vendor facilities and vehicles.

4.3.6 Acceptance of Terms (Attachment F)

4.3.7 Assurance of Non-Collusion or Certificate of Independence (Attachment G)

The vendor assures that this IFB has been prepared independently. The vendor assures that any business entity represented by the vendor has not received compensation for participation in the preparation of any specifications, or General Terms and Conditions, and prices related to this IFB.

Neither the vendor, nor any business entity represented by the vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws with regard to this IFB.

4.3.8 Certification Regarding Lobbying (Attachment H)

4.3.9 Sex Offender Acknowledgement & Certification (Attachment I)

4.3.10 Standards Rules for Contractors working for Cedar Rapids Community School District (Attachment J)

SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Precedence for Contract Documents

Upon notification of Intent to Award, this IFB shall constitute the contract between the SFA and selected vendor. This awarded contract will represent the contractual requirements listed in this IFB, amendments to this IFB, and selected vendor bid. Failure to execute the contract will disqualify awarded vendor and the next responsive and responsible vendor with the next highest scoring points will awarded a contract. The SFA has full responsibility for ensuring that the terms of the contract are fulfilled.

Once bids are opened they become the property of the SFA and will not be returned.

5.2 Appropriated Funds

Any and all payments to the vendor are dependent upon and subject to the availability of funds to the SFA for the purpose set forth in this agreement. In the event no funds or insufficient funds are appropriated for payments due under a contract made pursuant to this IFB, the SFA shall immediately notify the vendor awarded the contract of such occurrence but the SFA shall have no further obligation.

5.3 Contract Period

The contract period will begin July 1, 2024 and continue for twelve (12) consecutive months ending June 30, 2025. The pricing submitted is considered valid for the Contract Period.

5.4 Contract and Price Renewal/Extension

The SFA intends to award a contract for a one (1) year period. The SFA will have the option for four (4) one-year renewals by mutual agreement of the SFA and the vendor.

Contract renewal shall be based on:

1. Price
2. Customer satisfaction with product
3. Customer service

At time of renewal, the vendor may petition the SFA for a price increase of products. The petition shall be submitted in writing at least sixty (60) days before the proposed effective date of price increase. Petitions must include supporting documentation for proposed price increase using the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Bureau of Labor, Bureau of Labor Statistics.

5.5 Contractor Responsibility

The awarded vendor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in this IFB, the vendor's response to the IFB, and the resulting contract. Following execution of the contract, the vendor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

5.6 Contract Termination

Except as otherwise provided within the Terms and Conditions of this IFB and per Child Nutrition Programs procurement regulations, the resulting contract may be terminated in whole, or in part, by either the SFA or the vendor for any reason including in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party, provided that:

- A written notification (delivered by certified mail, return receipt requested) of intent to terminate is given at least thirty (30) days prior to the effective date of such action.
- The party terminating the contract provides the party to be terminated a reasonable opportunity to rectify the defects in products or performance, prior to termination.

The SFA may terminate the contract due to noncompliance and nonperformance with Federal and State regulations, effective immediately after written notification by the SFA to the awarded contractor.

5.6.1 Conflict Resolution

If issues arise between the vendor and one or more of the member districts, the notice of conditions endangering the contract must be presented in writing to the Cedar Rapids Community School District's Food and Nutrition Central Office by the aggrieved party. All affected parties will meet to formulate a corrective action plan and timeline for resolution. The corrective action plan and timeline must be approved by the CRCSD Food and Nutrition Central Office.

If the corrective action plan is not carried out satisfactorily by the vendor, the CRCSD Food and Nutrition Central Office may terminate the contract without penalty by giving not less than thirty (30) days written notice.

If the corrective action plan is not carried out satisfactorily by the Member district, the CRCSD Food and Nutrition Central Office reserves the right to terminate that district's membership.

5.7 Conflict of Interest Clause

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

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

5.8 Buy American

The vendor will comply with the Buy American provision. The Buy American Provision in Section 12(n) of the NSLA requires SFAs to purchase, to the maximum extent practicable, domestic commodity or product. This provision supports American agriculture. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown.

5.9 Equal Employment Opportunity

The vendor shall comply with the Executive Order 11246, "Equal Employment Opportunity", 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.”

To comply, the vendor will:

- i. Provide equal opportunity to all qualified persons, to prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.
- ii. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- iii. That the applicants are employed and treated fairly during employment, which shall include, but is not limited to the following: upgrading, demotion, or transfer; recruitment, layoff or termination, rates of pay or other forms of compensation; and selection for training.

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.

5.10 Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

The vendor is required 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).

5.11 Energy Policy and Conservation Act (42 U.S.C. 6201)

The vendor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5.12 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5).

5.13 Insurance

The vendor awarded the contract shall maintain all necessary and proper insurance for the duration of the work to be performed including Comprehensive General Liability Insurance, Property Damage Insurance, Workers’ Compensation Insurance, Employer’s Liability Insurance, and Automobile Liability Insurance. Should any required insurance be canceled before the expiration date, the issuing company will mail 30-days written notice to the SFA. The awarded vendor shall meet the statutory

requirements of the State of Iowa for workers' compensation coverage and employer's liability insurance.

5.14 Food Recall

The awarded vendor 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. The vendor should 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 site(s) in an expedient, effective, and efficient manner. The awarded vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

5.15 Confidentiality of Bid

In submitting a bid, the vendor agrees not to disclose or otherwise reveal the contents of its IFB to any source outside of the SFA contact, government or private, until after the public opening of the bid. All vendors who submit an IFB are advised that they are not to have any communications with the SFA prior to the public opening of bids and intent of award is announced, unless the SFA Issuing Officer contacts the vendor for the purpose of seeking clarification. Only those communications with the SFA as authorized by this IFB are permitted.

5.16 Protest Procedures

Per IAC Chapter 11.117.20 (8A) any vendor that filed a timely bid or proposal and that is aggrieved by an award may appeal the decision by filing a written notice of appeal within five (5) calendar days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. Protests must be in writing and provide specific reasons with supporting documentation for the protest.

Vendors whose IFB has been filed in accordance with the requirements of this IFB may appeal the decision by filing a written notice of appeal to:

Name: Carissa Jenkins
Title: Purchasing Manager
Address: Cedar Rapids Community School District
ELSC
2500 Edgewood Rd NW
Cedar Rapids, Iowa. 52405
Phone: 319-558-2321

The appeal must clearly and fully identify all issues being contested by referencing the page(s), section(s), line number(s) and/or the Notice of Intent to Award. A notice of appeal may not delay the negotiations with the apparent successful vendor.

5.17 Indemnification

Awarded vendor shall indemnify participating SFA from and against any and all claims, demands lawsuits, liabilities, judgments, and expenses (including attorney

fees and other costs of litigation) arising out of or relating to injuries, disease, or death of persons or damages to or loss of property resulting from or in connection with the negligent performance of this contract by the vendor, its agents, employees, or one for whom the vendor is responsible. The vendor liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities, and liabilities are assumed by the vendor under this paragraph shall not extend to any liability caused by negligence of the participating SFA or its employees.

5.18 Force Majeure

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

5.19 Record Keeping Requirements

By responding to this IFB, the vendor awarded the contract understands that the participating SFA, the U.S. Department of Agriculture, the Bureau, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the vendor(s) awarded the contract must provide all documents necessary for an independent auditor to conduct the participating SFA's single audit.

The vendor awarded the contract must retain all pertinent records identified by source, type, and category for a minimum of three (3) years after the participating SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

SECTION 6: AWARD AND POST AWARD

6.1 Notice of Intent to Award

The SFA will issue a Notice of Intent to Award letter to the selected vendor whose bid will be recommended to the School Board of Directors for award of a contract. The contract will be final when approved by the SFA Board of Directors.

A committee will evaluate the bid responses based on the criteria:

1. Competitive Pricing
2. Completeness of bid response
3. The extent to which the goods and services meet District's needs

4. Quality of vendor's goods or services

5. Experience and qualifications

6.2 Award

The chairman of the SFA Board of Directors shall affix his/her signature on the *Notice of Award Letter*, and collectively this IFB and the vendor bid to this IFB shall become the contract and shall represent the entire agreement between the SFA and the awarded vendor.