

CEDAR RAPIDS COMMUNITY SCHOOLS
Purchasing Department
2500 Edgewood Rd. NW
Cedar Rapids, Iowa 52405

Eastern Iowa Purchasing Group Bid Request – Diverted Foods Pilot Program

General

The Eastern Iowa Purchasing Group (EIPG) participates in the federally-funded Child Nutrition Programs. 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 EIPG member districts have combined efforts to purchase food, supplies and services for use in their Child Nutrition Programs. Member districts work cooperatively to achieve purchasing goals and are not assessed a fee to participate.

Members of the EIPG may participate in the USDA Foods program for Diverted Foods. This program diverts USDA Foods to manufacturers for further processing into ready-to-use end products for use in Child Nutrition Programs. The State Agency is allowing a limited Pilot Program for Commodity Processing in Iowa. SFA run coops, or individual districts, with a combined Planned Assistance Level of \$500,000 or more were offered the opportunity to procure a limited selection of Further Processed End Products through the Indirect Discount (Net off Invoice) value pass thru method only, as defined in 7 CFR 250.36 (d).

Limitations of this opportunity: Only further processed end products available through the Indirect Discount/Net off Invoice value pass thru method are allowed to be submitted as part of proposal responses. Further processed end products must also use one of the following donated foods: 100103 Chicken Bulk, 100154 Beef, 110244 Cheese Mozzarella, and 110149 Apples.

The EIPG intends to award a contract to the most responsive and responsible vendor whose proposal conforms to meeting the requirements of the proposal in accordance to the specifications and terms and conditions.

Contract Type

A cost reimbursable (cost plus fixed fee) contract will be awarded to the responsive and responsible vendor(s). The EIPG will select the winning proposal based on the evaluation criteria and the terms and conditions contained herein to award the contract for the School Year (SY) 2023 - 2024. This contract may be subject to the renewal process as outlined in the solicitation document; subject to State Agency discretion.

Pricing Method

The required method for determining product prices in this contract is “Reimbursable Cost plus Fixed Fee”.

“Cost” is defined as Distributor’s invoice from the supplier, plus inbound freight, minus all allowances, discounts, rebates and bill backs.

“Fixed Fee” is defined as the difference between cost, as defined above, and the selling price to the school(s). Fixed fees shall remain firm for the duration of the agreement regardless of cost.

Cost information must be available for audit upon request by the schools.

Procurement Log

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

Event	Date/Time and Location, as applicable
Issue Request	5/5/2023
Method of contact	Email - opikokivaka@crschools.us
Vendor Response/Price Quotes Due	5/19/23 - 10:00 AM CST
Vendor will be awarded based on	6/12/2023 - 5:30 PM CST at the CRCSD Board of Education Meeting Bottom Line/Responsive & Reasonable Vendor
Contract Start Date/Duration	July 1, 2023 - June 30, 2023 with 5 consecutive renewals

Vendor Responsibilities

Respondent (i.e. distributor) Requirements:

Provide services to the sole satisfaction in accordance with Federal Regulations 7 CFR, Part 250 as applicable.

Enter into agreements with manufacturers providing further processed end products per 7 CFR 250.30(i).

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

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

Provide an ordering system for ordering further processed end products.

Deliver further processed end products containing USDA Foods in a manner that properly safeguards them against theft, spoilage, damage, or other loss, and in accordance with industry standard practices.

May commingle USDA further processed end product deliveries with other food deliveries as awarded per this solicitation.

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

Adjust delivery invoices for any shortages, damages, or overages discovered upon delivery.

Not provide substitutions of further processed end products without prior approval of the SFA receiving the delivery.

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

Delivery Requirements

Deliveries shall meet and comply with HACCP and Health Code regulations. Delivery temperatures shall be recorded for chilled and frozen items on delivery receipt by school representative, driver must record and initial if delivery is made before building personnel arrive.

Driver and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise.

A designated school receiver shall sign each packing slip.

Variations from the invoice/packing slip, i.e.: shortages, damages, mispicks etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver.

When deliveries are made before school personnel arrive or if hidden damage is discovered after delivery, the school must report as soon as discovered. Not later than 24 hours after delivery to receive credit for produce.

Special or intermediate deliveries will be required only if vendor fails to deliver a product on a regularly scheduled delivery, in which case the vendor shall make delivery within 24 hours or as otherwise requested by the district representatives.

Special or intermediate deliveries requested by member districts shall be subject to the delivery fee.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school.

Merchandise shall not be stacked higher than five (5) feet.

Vendor will be responsible for any and all damages caused by the vendor to existing facilities and equipment.

Order/Delivery Errors:

- Vendor Error –
 - the vendor, within 24 hours, shall make the delivery unless the School District agrees the product can be reordered.
- District Error -
 - the district shall pick up the product at the distributor or another regular delivery site -or-
 - choose to receive a 2nd delivery but with a separate negotiated delivery fee.

Delivery Schedules/Methods

- Delivery schedules are based on the traditional school calendar.
- Delivery schedules need to be flexible with student safety as a priority.
- Once weekly, unless otherwise mutually agreed, to each school, Monday through Friday, except school holidays.
- Deliveries will be made between the hours of 6:00 a.m. and 2:00 p.m. or as otherwise arranged with mutual agreement by school district and vendor.
- Delivery during lunch serving times is discouraged.
- School/campus lockdown or unsafe conditions may cause disruptions to schedule
- During weather related events, if districts:
 - Cancel School – scheduled deliveries shall be made
 - Close District Offices – scheduled deliveries may need to be adjusted

Response Submission

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

Email subject line: "PROPOSAL - EIPG DF Pilot Program"

- 1) The vendor shall acknowledge all terms and conditions stated in this solicitation by checking the box as applicable in the "Contract Terms and Conditions" section below.
- 2) Complete Diverted Foods Specification spreadsheet. (Attachment A)
- 3) Complete/sign Attachment B (Suspension and Debarment Certification) & Attachment C (Certification of Lobbying and Disclosure of Lobbying Activities)

CONTRACT TERMS AND CONDITIONS

Check the to select **Federal and Iowa Terms and Conditions as applicable to the procurement event:**

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

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

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

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

- The food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic food product.

In order to be in compliance with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process: To be considered for an alternative or exception, the request must be submitted in writing to EIPG administrator(s), a minimum of 10 days in advance of delivery. The request must include:

- A. Identify an alternative substitute(s) that is domestic and meet the required specification including:

- i. Price of the domestic food alternative substitute(s); and
 - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- B. Reason for exception: limited/lack of availability or price (include price):
 - i. Price of the domestic food product; and
 - ii. Price of the non-domestic food product that meet the required specification of the domestic product.

Equal Employment Opportunity: By submitting a response to the request for price quotations, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provision of Executive Order 11246; Executive Order 11375, and 40 CFR part 61. To comply the vendor will:

- 1) Provide equal opportunity to all qualified persons to prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2) Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 3) Employ and treat employees fairly during employment, which shall include, but is not limited to the following: upgrading, demoting, or transferring, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

Targeted Small Business Certification: – Businesses owned, operated, and managed by women, minority persons, and individuals with disabilities or service-connected to disabled veterans are encouraged to respond to the solicitation. Vendor should attach a copy of the Targeted Small Business (TSB) certification issued by the Iowa Department of Economic Development.

Termination for Cause: The School Food Authority (SFA) or the selected vendor may terminate the contract in whole, or in part, for any reason. The reasons may include but are not limited to:

- 1) Failure by one party to fulfill its obligations under the contract through no fault of the terminating party. The terminating party will provide a reasonable opportunity to rectify the issues identified in product or service performance prior to termination.
- 2) In the event that no funds or insufficient funds are appropriated and budgeted for payments due to the vendor. The SFA shall notify the vendor of such occurrence as soon as SFA's designated individual is notified of insufficient funds by the SFA administration.

Termination for Convenience: The School Food Authority may terminate the contract prior to the expiration of the agreed upon contract duration or school year, without cause and without penalty. The SFA will provide thirty (30) days written notification to the selected vendor.

Suspension and Debarment Certification: Attachment B (Complete and return)

Certification of Lobbying and Disclosure of Lobbying Activities: Attachment C (complete and return)

State of Iowa Terms and Conditions

Iowa Gift Law (Iowa Code Chapter 68B) – The gift law prohibits a public employee or that person’s immediate family member from accepting or receiving, directly or indirectly, any gift or series of gifts from a “restricted donor.” A restricted donor is defined in the law as a person or company who is or is seeking to be a party to a sale, purchase, lease or other type of contract with the employer of the public employee. For more information on how the gift law applies to employees of a SFA go to: [Iowa Gift Law- legal lessons](#).

Examination of Public (Open) Records (Iowa Code Chapter 22) – The law states that any person shall have the right to examine and copy a public record and to publish or otherwise disseminate a public record or the information contained in a public record. This includes all documents related to food service procurement. A person should be allowed to examine the procurement documents in the physical possession of the SFA free of charge. The examination and copying of the public record will be done in the presence of the SFA’s designated authority. A request for a copy of procurement documents received in writing, by telephone, or by electronic means (emails) must be fulfilled by the SFA. The request for a copy of the procurement documents may be contingent upon the receipt **of** payment of expenses to be incurred in fulfilling the request. The estimated expenses shall be communicated to the person requesting the records. If the SFA copy equipment is used, the SFA shall provide a reasonable number of copies of the procurement documents upon the payment of a fee. The fee for copying shall not exceed the actual cost of providing the service. The copy of procurement documents must be done in the presence of the SFA’s authorized designee. For more information go to: [Iowa Code Chapter 22](#).

School Food Authority Terms and Conditions:

Child Nutrition (CN) Label, Product Formulation Statement (PFS), Ingredient Statements, and Nutrition Facts:

Processed Product Documentation

Child Nutrition (CN) labels and Product Formulation Statement (PFS) for processed product(s) are a manufacturer's communication with the SFA on how the product(s) contribute to the meal pattern requirements for meals served under CNPs.

The awarded contractor will be required to provide to the SFA with CN labels or Product Formulation Statement (PFS) for all food products that do not have a Standards of Identity. The watermarked CN labels or PFS must be compiled into a book or in an electronic format and provided to the SFA by the first operating day of each SY.

Product Formulation Statements

The PFS must be current and accurate. Awarded contractor shall provide updated and new PFS within five (5) business days after the request is made by the SFA throughout the SY.

The PFS must be on a signed manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirements. Creditable ingredients listed in the PFS must match a description in the *Food Buying Guide for School Meals Programs*. The PFS should verify that the product's contribution to the meal pattern requirements is not greater than the serving size of the product. PFS should assure that the creditable components are in the finished product. <https://www.fns.usda.gov/cn/labeling/food-manufacturersindustry>

CN Labels

CN label with a watermark displaying the product name and CN number for processed products that do not have a CN Label on the product carton need to be made available.

Nutritional Facts and Ingredient labels

Nutrition Facts and Ingredient labels must be kept current and readily available for EIPG members. Allergen information must be included in the Ingredient Label as required by the Food Allergen Labeling and Consumer Protection Act. Vendor will facilitate communication with the manufacturer and obtain manufacturing facility information regarding allergens within the processing plant of products within bid.

Record Keeping Requirements:

Record Keeping Requirements

By responding to this RFP, 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.

USDA Nondiscrimination Statement

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to 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

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 program, 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/>."

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 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 Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

Vendor Organization Name

Vendor Authorized Representative

Signature

Instructions for Suspension And Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 tiered 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 tiered 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 it 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 upon 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 principals. 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 is 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 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying

[SFA Name]

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

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 Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the 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 Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The Disclosure Form to Report Lobbying can be found at the following link: <https://www2.ed.gov/fund/grant/apply/appforms/sflll.doc>

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature _____

Date _____

DISTRICT PROFILES

District	Certified Enrollment	# Delivery Sites	Average Drop Size
ASAC	Varies-25-100	2	\$750
Alburnett	527	1	\$2,800
Belle-Plaine	546	1	\$2,500
Cedar Rapids	15000	32	\$2,500
Columbus Junction	648	2	\$1500
Dubuque	9724	6	\$5000
East Buchanan	550	2	\$1500
LaSalle Catholic Schools - CR	322	2	\$750
Holy Family Schools - Dubuque	1581	5	\$2000
Linn Mar	7425	10	\$1850
Lisbon	640	1	\$1800
Louisa-Muscatine	878	2	\$1,700
Marion	2319	2	\$2,500
Mediapolis	900	1	\$2,500
Morning Sun	210	1	\$900
Mt Vernon	1427	2	\$7000
Regis	343	1	\$1,700
Sacred Heart Catholic, Monticello	100	1	\$750
Springville	404	1	\$1800
St. Pius	492	1	\$2,000
Vinton-Shellsburg	1589	4	\$1500
WACO/Crawfordsville	480	2	\$650
Waverly-Shell Rock	2198	2	\$4,250
West Delaware	1363	3	\$3,000
Williamsburg	1160	2	\$600