

West Des Moines Community Schools along with additional districts listed below are issuing:

Invitation for Bid for bread products to be delivered to specified District locations listed below for the time period of performance 8/1/2023 – 7/31/2024, with the option to renew for up to two additional years: (8/1/2024 – 7/31/2025 & 8/1/2025 – 7/3/2026)

This institution is an equal opportunity provider.

Date Price Quote Sheet Issued: April 14, 2023

Description: This Price Quote Sheet is issued with the intent of entering into an agreement to procure bread products in accordance with applicable state and federal law governing Federally-funded Child Nutrition programs for the following districts

West Des Moines, Norwalk, Adel Minburn Desoto (ADM), Clarke, Indianola, Grinnell, Marshalltown, Montezuma, Urbandale and Pella

Deadline: May 16, 2023 at 3:00 PM
Nutrition Department
Learning Resource Center
3550 Mills Civic Parkway
West Des Moines, IA 50265-5556

Mail or email to: Willow Kriegel RDN,SNS
Director of Nutrition Services
West Des Moines Community School District
Learning Resource Center
3550 Mills Civic Parkway
West Des Moines, IA 50265-5556
kriegelw@wdmcs.org

: Price Quote Sheet may be mailed to the above address or emailed to the of attention Willow Kriegel, and must be received by the proposal deadline. It is the Distributor’s responsibility to assure that its Proposal is received by the deadline, no exceptions.

SPECIFICATIONS AND PRICE QUOTE SHEET FOR FURNISHING BREAD PRODUCT

Price Quote Sheets will be accepted until 3:00 P.M., Central Daylight Time, Friday, May 16, 2024, at the Learning Resource Center Nutrition Service Office, 3550 Mills Civic Parkway, West Des Moines, Iowa, 50265. Price Quote Sheets may be submitted by email, U.S. mail or other delivery service by sending one copy of the specified documents in an envelope marked “Bread Prices for 2023-2024” to the same address. Direct any questions to Willow Kriegel, Director 515-633-5086.

No Price Quote Sheets may be altered or amended after the specified time of opening.

The award of contract will be made by the Board of Directors of each district respectfully to any responsible bidder or bidders offering suitable supplies, equipment, and/or service at the lowest price, taking into consideration the quality of materials and/or service in the best interests of the School Districts. The right is reserved to reject any and all prices quoted, or any part thereof, and to waive informalities, and to enter into such contract as shall be deemed in the best interests of the school districts listed above.

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;
2. or 2. fax: (833) 256-1665 or (202) 690-7442;
3. or 3. email: program.intake@usda.gov

The USDA and CBC parties are equal opportunity providers and employers.

It is the policy of CBC parties 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/>

Vendor must: Comply with all "Equal Employment Opportunity" regulations, Labor and Civil Rights Laws, Sex Offenders, Smoking, Unauthorized Aliens, Clean Air Act and Energy Policy and Conservation Act, and Employee Conduct Policy.

Termination: Subject to the provisions below, the contract may be terminated for any reason by the School Districts providing a thirty (30) day advance notice in writing is given to the contractor.

- A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the School Districts without the required thirty (30) days advanced written notice, then the School Districts may negotiate reasonable termination costs, if applicable.
- B. **Termination for Cause:** Termination by the School Districts for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

Default: In case of default by the vendor, the School Districts have the right to purchase any or all items in default in the open market, charging the vendor with any additional cost. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Force Majeure: The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor.

Hold Harmless: The vendor shall hold the School Districts harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of the contract. This Contract will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; regulations or orders of governmental authorities, including COVID 19; fire, flood, local war, disaster, restriction of travel or civil disorder.

All bread products shall be:

1. Whole Grain Rich
2. Uniform in shape and thickness of slice
3. Wrapped airtight to protect freshness

Delivery shall be:

1. According to items and quantities ordered.
2. Provided to the designated area in each school.
3. Completed in all buildings as agreed upon in contract
4. On clean, sanitary trays on racks supplied by the bakery free of charge.
Empty trays shall be picked up at the time of delivery.
5. Accompanied by a legible delivery receipts.
6. Delivery schedule shall meet terms of individual school profile sheets attached as agreed upon by both parties.

All shipments shall be delivered FOB: Destination – no freight allowed.

Additional requirements:

1. Emergency deliveries available on short notice.
 2. Orders for bread and bread products will be placed by kitchen staff.
 3. After the last delivery of each month, an itemized monthly statement with a breakdown by delivery locations and items delivered shall be sent to the appropriate districts
 4. Please identify contact person(s), address, and telephone numbers, for billing questions, product concerns and delivery problems.
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IMPORTANT:

THE FOLLOWING IS THE LIST OF REQUIRED DOCUMENTS WHICH SHALL BE RETURNED BY MAY 16, 2023 AT 3:00 PM:

- ✓ **Attachment A PRICE QUOTE SHEET**
 - Please include nutritional information sheets including ingredients, product formulation and bread/grain equivalents per item
- ✓ **PAGE 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION**
- ✓ **PAGE 6 CERTIFICATION STATEMENT REGARDING FOOD LAWS**
- ✓ **PAGE 7 IDENTITY OF CONTACT PERSON AND PHONE NUMBERS**

SAMPLES OF PRODUCT REQUIRED UPON REQUEST

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION

This certification is required by Executive Orders 12549 and 12689 and any applicable federal regulations.

The prospective participant certifies, by submission of this Certification and Proposal, that neither it nor any of 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.

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 Certification and Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts) and that all sub-contractors, such as Manufacturers, certify and disclose accordingly.

By signing and submitting this form, the prospective Distributor is providing certification they have accessed and verified at the following website: <http://www.epls.gov/> that Distributor and Manufacturers that they do business with are not debarred or suspended or otherwise ineligible or excluded from conducting business in the state of Iowa and/or participating in this contract.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

CERTIFICATION STATEMENT REGARDING FOOD LAWS

Distributor certifies, by submission of this proposal, that it

- 1. complies with all applicable food laws,
- 2. follows written HACCP plan,
- 3. provides documentation of compliance upon request,
- 4. notifies customers promptly of findings of non-compliance, and
- 5. assists customers with Manufacturer's or Supplier's non-compliance.

Describe procedures used to ensure products are stored and transported according to all federal/state laws that govern food supply chain, including, but not limited to maintaining appropriate temperatures of TCS foods, local farms safety and sanitation practices, recall, and biosecurity procedures.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date