

DUBUQUE COMMUNITY SCHOOL DISTRICT
Fresh Fruit & Vegetable Program
Service Provider
Request for Proposal

Dubuque Community School District (DCSD) is seeking a vendor to provide individual servings of produce for our elementary Fresh Fruit and Vegetable Program for the 2024 - 2025 school year. The complete RFP document is also available online at <http://www.dbqschools.org/district/interact/requests-for-proposals/>

PROPOSAL RELEASE DATE: Monday, July 8, 2024

PROPOSAL RECEIVED BY: Thursday, August 1, 2024

Proposal must arrive on or before received by date and time. Proposals must be submitted in a sealed envelope clearly marked Fresh Fruit and Vegetable Program. Please direct all questions to Joann Franck, Food & Nutrition Manager, by phone at (563) 552-3235 or through e-mail at jfranck@dbqschools.org.

All proposals must be returned to:
 Dubuque Community School District
 Business Office
 Attn: Kevin Kelleher
 Food & Nutrition RFP FFVP
 2300 Chaney Road
 Dubuque, IA 52001

PROPOSAL OPENING: Thursday, August 1, 2024, at 2:00 P.M. at Dubuque Community School District Forum Office, 2300 Chaney Road, Dubuque, IA 52001.

AWARD OF CONTRACT: Wednesday, August 21, 2024

TERMS:

A sample list of fruit and vegetables are listed on Schedule A of this document. Specific requirements of this program include bi-weekly deliveries to the elementary schools listed on Schedule B. Deliveries should be made on school days between 7:00 A.M. and 10:00 A.M. Fruit or vegetables should be prepared into individual servings and small "hand fruit" considered one serving must be washed (i.e., plum) and ready to eat. DCSD prefers packaging that is economical and environmentally friendly. Products that will be out of date before service will not be accepted. Serving size is approximately 2-3 oz. or about ¼ cup. Fruit and vegetables are preferred to be packed 100 units per case. Service is to begin **Monday, September 16, 2024**

CALENDER OF EVENTS: (Calendar is tentative and subject to change)

Event	Location/Contact	Time	Date
RFP Released	Mailed/Email		Monday, July 8, 2024
Proposal Due to Dubuque Community School District	DCSD Business Office Attn: Kevin Kelleher Food & Nutrition RFP FFVP 2300 Chaney Road Dubuque, IA 52001	Prior to 2:00 PM	Thursday, August 1, 2024
Proposal Opening	DCSD Forum Office Iowa Board Room	2:00 PM	Thursday, August 1, 2024
Proposal Evaluation	N/A	N/A	August 1, 2024, through August 21, 2024
Award	N/A	N/A	Wednesday, August 21, 2024

EVALUATION PROCESS/FACTORS:

An evaluation committee using the following factors, not listed in order of importance, will evaluate proposals:

1. Competitive pricing.
2. Ability to meet service characteristics and requirements as described in the RFP.

3. Distributor experience and qualifications.
4. Completeness of product list and proposal/volume of special orders.

BASIS OF AWARD:

It is the intent of the district to award a contract to the lowest responsive vendor and highest awarded points related to the evaluation form, provided the proposal has been submitted in accordance with the requirements of the RFP and is determined to be compliant with all bidding requirements.

PRICE & PAYMENT TERMS:

Pricing on Schedule A should include the vendor's portion cost. This includes product, packaging, and labor cost. If proposing a fixed fee, list it at the bottom of the questionnaire form; this is in addition to the price on **Schedule A**.

The school district will make payments monthly based on actual invoices received in accordance with the terms of this contract. Vendor will be required to provide an itemized receipt at time of delivery. Invoices will be audited periodically throughout the school year.

F.O.B:

All prices herein shall be on a F.O.B. destination basis. The fixed fee on the questionnaire form must include delivery to the four receiving facilities within the Dubuque Community School District listed on **Schedule B**. Do not include sales tax, state, or federal tax in your prices. Exemption certificates will be furnished upon request.

VENDOR QUALIFICATIONS:

Before the award of contract, any vendor considered may be required to show that they have the necessary experience, facilities, ability, and financial resources to perform the service in a satisfactory manner and within the times stipulated.

Vendor's facilities and operating practices must be continuously in compliance with the United States Food, Drug & Cosmetic Act; state and local laws and regulations as well as HACCP (Hazard Analysis Critical Control Points). The vendor will have an approved HACCP plan in place with verification and validation activities documented and must provide a HACCP compliance statement. The same standards are expected if you purchase out of house.

ORDERS AND INVOICING:

The school personnel will place orders, either by phone, email, or personally to the delivery person. A mutually agreed upon order and delivery system will be planned by **Monday, September 9, 2024**. Continuous inability to deliver specified products shall be cause for termination of the contract.

STANDARD PRODUCT CONDITIONS:

All products shall conform to or exceed minimum bid requirements and meet or exceed requirements under Federal and State regulations. These requirements shall include, but not be limited to, weight, measures, fill containers, drained weight, and contamination. All products shall conform to standard guarantee requirements with respect to food safety. All food recalls/safety issues will be immediately communicated to the School District. The supplier, by his signature, agrees to hold the School District harmless in the event of product failure.

DELIVERY:

Deliveries will be made as required to each of the four receiving facilities. **School district staff must be on site at the time of delivery. Deliveries left outside the building prior to any staff being available in the morning will not be accepted.** The schools address, and telephone number for the designated delivery points are located in **Schedule B**.

Deliveries shall be made to the four receiving facilities, as ordered, on Monday and Wednesday excluding holidays and non-scheduled school days. Orders will not be accepted during scheduled lunch times. Specified lunch times for each site will be given at the beginning of the school year. Vendor will take back any outdated or damaged products, with credit or equal value exchange for that product.

The delivery personnel should appear clean and neat. An official vendor uniform including name badge shall be worn on district property.

DELIVERY FAILURES:

Failure of a vendor to provide products and/or services within the time specified in the proposal shall constitute delivery failure. When such failure occurs, the district reserves the right to cancel or adjust the contract, whichever is in the best interest of the district. In

either event, the district may purchase in the open market product and/or services of comparable worth to replace the articles or services rejected or not delivered. On all such purchases the vendor shall reimburse the district within a reasonable time specified by the district for any expenses incurred in excess of the contract price.

INSURANCE CLAUSE: See **Schedule C**

NON-COLLUSION:

By his/her signature on the Signature Page, a proposer certifies that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that he/she understands collusive bidding/proposal is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards. He/she further agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign this proposal for the company.

CONFLICT OF INTEREST:

Vendors shall not submit a proposal for the contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when any of the following has a financial or other interest in the firm:

- A. An employee, officer, or agent of the local school system.
- B. Any member of the immediate family of the above persons.
- C. The partner of any of the above-named persons.

Regulations: 2 CFR Part 200.318(c)(1), formerly 7 CFR Part 3016.36(b)(3) and & CFR Part 3019.42, State Procurement Code and Regulations, and member district board policies seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts.

REJECTION OF PROPOSALS:

The school district reserves the right without penalty to accept or reject any part of any proposal, and to accept or reject any or all proposals if it is in the best interest of the school district. No contract will be awarded except to responsible vendors capable of performing the services as stated in this document.

All proposals submitted for evaluation become the property of the school district. Vendors shall be informed in writing of the district's award.

Any proposal shall be rejected outright and not evaluated for any one of the following reasons:

- Failure to deliver the proposal by the prescribed time on the due date.
- Failure to include the required response form(s) signed by an authorized representative of the company submitting the proposal.
- Failure to include any documents called for in this RFP.
- Failure to follow the proposal form instructions as specified herein.

The district reserves the right to withdraw this RFP at any time and for any reasons; to issue such clarifications, modifications, and/or amendments as it may deem appropriate. The receipt of proposal by the district or submission of a proposal to the district confers no rights upon the vendor nor obligates the district in any manner. The district reserves the right to waive minor irregularities in the proposal, provided that such actions are in the best interest of the district. Any such waiver shall not modify any remaining RFP requirements or excuse the agent from full compliance with the RFP and other contract requirements if the contract is awarded.

CORRECTIONS OF ERRORS ON PROPOSAL FORMS:

All prices and notations on **Schedule A** should be in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasers or the use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after being received.

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

A vendor may modify or withdraw their proposal in person by his/her representative, provided proper identification is presented before the official closing date and time.

ACCEPTABILITY:

Product acceptability will be at the sole discretion of the school district. Any product delivered under this contract, which does not meet specifications or otherwise found to be defective, will be returned at vendor's expense for replacement.

TERMINATION:

The district may terminate the contract resulting from this request at any time that a vendor fails to fulfill the contract terms and conditions. The district shall provide written notice to the vendor on non-performance and the vendor shall have 72 hours to correct the non-performance. After the notice, if the vendor fails to remedy the conditions contained in the notice in a timely manner, the district shall terminate the contract. The district shall be obligated only for those services rendered and accepted before the date of notice of termination, less any damages that may be assessed for non-performance.

CRIMINAL BACKGROUND CHECK/SEX OFFENDER REGISTRY:

The vendor shall be responsible for conducting a criminal background check and a check of the Iowa, Wisconsin, and Illinois Sex Offender Registry for all persons working on district property or in district buildings. This includes all employees of the vendor or any sub-contractor, all independent contractors, casual laborers, workers obtained through union halls or hiring halls, and all other individuals present on district property at any time during the performance of the contract. No person shall be permitted to work on district property who has been convicted of a felony or who is on the Sex Offender Registry for any state. The vendor must have records available for the district to inspect upon request to verify that background/sex offender checks have been performed on all persons working on district property. The district reserves the right to order the vendor to remove any person from the district's work who the district determines to be a threat to safety of students, district employees, other workers, parents, visitors, or otherwise. All workers must follow district regulations and rules as to building access and security.

The vendor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (**see Schedule D**). No worker of the vendor or sub - contractor will be allowed to work on site until this letter is received by the district.

SUSPENSION AND DEBARMENT CERTIFICATION:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds for \$25,000 or more, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. The Suspension and Debarment Certification statement certifies that he/she is authorized to sign on behalf of the employer. (**Suspension and Debarment Certification – Schedule E**)

PROCUREMENT: CERTIFICATION REGARDING LOBBYING:

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. (**Procurement Certification regarding Lobbying – Schedule F**)

TARGETED SMALL BUSINESS CERTIFICATION:

Vendors owned, operated, and managed by women, minority persons, and individuals with disabilities or service-connected disabled veterans are encouraged to respond to the solicitation. Please attach a copy of the Targeted Small Business (TSB) certification issued by the Iowa Department of Economic Development. If the business is not TSB-certified in Iowa, then business must provide documentation to meet the following minimum requirements:

- Be located in the State of Iowa.
- Be operated for a profit.
- Have a gross income of less than \$4.0 million computed as an average of the preceding three fiscal years.
- Be owned, operated, and actively managed by a female, a minority person, a person with disability or a service-connected disable veteran.

BUY AMERICAN ACT & CFR 210.21:

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998. The Buy American provision (in section 12(n) requires that schools purchase, to the maximum extent practicable, domestic commodities or products. A 'domestic commodity or product' means an agricultural commodity that is produced in the United States and/or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (**See Schedule G**)

DRUG FREE WORKPLACE ACT:

The vendor must comply with all terms and conditions of the Drug-Free Workplace Act of 1988.

TOBACCO FREE ENVIRONMENT:

School District premises shall be off limits for all tobacco products. Tobacco products include, but are not limited to cigarettes, cigars, pipes, various smokeless tobacco products such as chew and snuff, and nicotine products such as dissolvable, spitless, snus, and electronic cigarettes. This requirement extends to employees, visitors, and students. This policy applies at all times, including school-sponsored and non-school sponsored events.

GRATUITIES:

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person or provide a service to a person in a public capacity including a school district employee with the intent to influence that employee's act, opinion, judgment, or exercise of discretion with respect to the employee's duties.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT:

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.

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, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/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

Revised 3-21-16

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

Company Information and Signature

Company Name: _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Authorized Contact: _____
(Please print)

Authorized Signature: _____ Date: _____

QUESTIONNAIRE FORM

Evaluation Process:

For consideration please answer the following questions along with the attached Schedule A. Answers will be weighted as outlined below. Proposal will go to lowest price and highest scoring point value. Points will be totaled by Dubuque Community Schools.

	Response	Points
1. Are you able to provide Monday and Wednesday delivery between 7:00 A.M.-10:00 A.M?		
2. How many deliveries per week?		
3. Is your preparation facility licensed by the Iowa Department of Inspections and Appeals? Does the Company have a Food Safety Plan in place? If yes, please provide licenses and Food Safety Plan.		
4. Will deliveries be made in a company owned vehicle?		
5. What percentage of items do you anticipate preparing in house based on Schedule A?		
6. Do you have experience with this type of food production?		
7. How far in advance will you notify us of product changes?		
List your proposed fixed fee	Proposed Fixed Fee per case: _____	

RETURN THIS PAGE WITH YOUR PROPOSAL

Schedule A

Fresh Fruit and Vegetable Program

Item	Portions/Case	Portion Size	Portion Cost
Ex: Apple, green, slices, single serve	100	3 oz	.10
Apple, green, slices, single serve			
Apple, sweet variety, slices, single serve			
Sweet/Green Apples, single serve			
Apple/Grapes Combo, single serve			
Blood Oranges, single serve			
Broccoli Florets, single serve			
Cantaloupe, single serve			
Carroteenies, single serve			
Carrot, Baby, single serve			
Cauliflower Florets, single serve			
Celery Sticks, single serve			
Clementines, each			
Cucumbers, slices, single serve			
Grapes, green, single serve			
Grapes, red, single serve			
Honeydew melon, single serve			
Kiwi Fruit, peeled, each			
Carrots/Celery, single serve			
Orange, wedges, single serve			
Broccoli/Cauliflower, single serve			
Pears, green, single serve			
Pears, red, single serve			
Pineapple, single serve			
Broccoli/carrots, single serve			
Radishes, single serve			
Raspberries, single serve			
Strawberries, single serve			
Snow Peas, single serve			
Yellow Squash, single serve			
Tomatoes, assorted cherry, grape, single serve			
Watermelon, single serve			
Zucchini Sticks, single serve			

Schedule B Participating Schools

Audubon Elementary School
605 Lincoln Avenue
Dubuque, IA 52001-3411
Phone 563-552-3300
Enrollment: 280

Marshall Elementary School
1450 Rhomberg Avenue
Dubuque, IA 52001-2242
Phone 563-552-4100
Enrollment: 330

Prescott Elementary School
1151 White Street
Dubuque, IA 52001-5070
Phone 563-552-4200
Enrollment: 289

Lincoln Elementary School
555 Nevada Street
Dubuque, IA 52001-6499
Phone 563-552-4050
Enrollment: 248

Enrollment figures are based on May 2024. These are estimated numbers for the start of the 2024-2025 school year and are subject to change.

Schedule C

DUBUQUE COMMUNITY SCHOOL DISTRICT

INSURANCE REQUIREMENTS: GENERAL CONTRACTORS

COMMERCIAL GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 100,000
Medical Payments	\$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO occurrence form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

1. ISO endorsement CG 20 10 or equivalent endorsement naming the Dubuque Community School District, its board members, employees, and agents as an additional insured.
2. ISO endorsement CG 20 37 or equivalent endorsement naming the Dubuque Community School District, its board members, employees, and agents as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion of the project.
3. Endorsement indicating additional insured status for the Dubuque Community School District, its board members, employees, and agents is primary and non-contributory.
4. ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.
5. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.
6. Governmental Immunities Endorsement (see attached specimen).

Schedule C

BUSINESS AUTOMOBILE LIABILITY:

Combined single limit of \$1,000,000

OR

Bodily Injury (per person)	\$500,000
Bodily Injury (per accident)	\$500,000
Property Damage	\$500,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

1. Policy shall include Symbol 1 (Any Auto).
2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.
3. Include ISO endorsement CA 99 48, Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto Dubuque Community School District property.

WORKERS COMPENSATION & EMPLOYERS LIABILITY:

1. Workers Compensation – Statutory – State of Iowa
2. Employers Liability

Bodily Injury Limit Each Accident	\$500,000
Bodily Injury Disease – Policy Limit	\$500,000
Bodily Injury Disease – Limit Each Employee	\$500,000

Workers Compensation shall include the following endorsements: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Dubuque Community School District.

UMBRELLA OR EXCESS LIABILITY:

Limit Each Occurrence	\$5,000,000
Aggregate Limit	\$5,000,000

Umbrella or Excess liability policy shall provide excess coverage and be at least as broad in coverage as the following required policies and endorsements: Commercial General Liability, Business Auto and Employer's Liability.

Schedule C
DUBUQUE COMMUNITY SCHOOL DISTRICT
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Dubuque Community School District as an Additional Insured does not waive any of the defenses of governmental immunity available to the Dubuque Community School District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The Dubuque Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Dubuque Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Dubuque Community School District.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

RETURN THIS PAGE WITH YOUR PROPOSAL

Schedule D
ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
{name of contractor/sub-contractor}
the Dubuque Community School District (“District”) as a vendor, supplier, or contractor or is operating or managing the operations of a vendor, supplier, or contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgement and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Date: _____
_____ (name of vendor/supplier/contractor/sub-contractor)

By: _____

Print Name: _____

Title: _____

Schedule E

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.

Organization Name

Name of Authorized Representative

Signature

RETURN THIS PAGE WITH YOUR PROPOSAL

Schedule F

Procurement: Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 if Federal Funds.

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

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

1. No federal appropriate 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, or an employee of Member of Congress 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, or an employee of a Member of Congress 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.
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: _____

Schedule G

Dubuque Community School District
Food and Nutrition Department
2300 Chaney Road
Dubuque, Iowa 52001

Please return completed original of this page with all pertinent information entered.

BUY AMERICAN PROVISION

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the program.

The legislation defines “domestic commodity of product” as one that is produced in the United States and is processed in the United States, “substantially” using agriculture commodities that are produced in the United States. “Substantially” means over 51 percent of the final processed product consists of agricultural commodities grown domestically.

I, _____ of _____

Authorized Name

Company Name

Certify

Cannot Certify

That all products offered here by my company meet the “Buy American Provision”

BIDDER: _____

SIGNATURE: _____

NAME: _____

(Printed or Typed)

ADDRESS: _____

CITY, STATE, ZIP: _____

AREA CODE & PHONE: _____

AREA CODE & FAX: _____

E-MAIL ADDRESS: _____