



Request for Proposals – SEP Combi Ovens

The Southeast Polk Community School District Nutrition Services Department issues this Request for Proposal (RFP) for a set of combi ovens for the Southeast Polk Jr. High School.

Contact:

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Director of Food & Nutrition Services
Southeast Polk Community School District
8031 NE University Avenue
Pleasant Hill, Iowa 50327
Phone: (515) 957-3431
sara.salvini@southeastpolk.org

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Pleasant Hill, Iowa 50327

Submit Request of Proposal to:

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(email is the preferred method of communication)

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Separate Included Attachment: Combi Oven Specifications

1 SECTION 1- INTRODUCTION

1.1 Background

This SFA participates in the federally-funded National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Fresh Fruit and Veggie Program (FFVP) and Afterschool Snack Program (ASSP). The NSLP and the SBP 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 Southeast Polk Community School District serves approximately 7500 students across 12 sites in the communities of Altoona, Pleasant Hill, Mitchellville, Runnells and Des Moines.

1.2 Intent of the Request for Proposal (RFP)

The purpose of Southeast Polk Community School District (herein after referred to as "School Food Authority" or "District" or "SFA") Request for Proposal (RFP) is to solicit competitive proposals from qualified suppliers (herein after referred to as "vendor" or "contractor" or "bidder") for a set of combi ovens.

The Southeast Polk Community School District intends to award a contract to the most responsive and responsible vendor whose proposal conforms to meeting the minimum requirements of the proposal in accordance to the specifications, general and specific terms and conditions, general instructions, and the conditions of purchase as contained in this Request for Proposal (herein after referred to as "RFP") and addenda.

This RFP is intended to promote fair and open competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested vendor to notify Sara Salvini, in writing, at sara.salvini@southeastpolkschools.org so as to be received within five (5) business days after the date this RFP is issued by the SFA. The RFP may or may not be changed, but a review of such notification will be made prior to the award of the contract.

1.3 Contract Type

A fixed price contract will be awarded to the responsible and responsive vendor. The Southeast Polk Community School District will select the winning proposal based on the evaluation criteria and the terms and conditions contained herein.

1.4 Definitions

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

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 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 RFP solicitation document, the general and special terms and conditions, any clarifications and amendments made to the RFP, vendor proposal, and the award documents, and any terms implied by law.

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

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 RFP. 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.

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

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 and the best interest of the SFA.

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.

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.

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.

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.

2 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):

Sara Salvini, Director of Food & Nutrition Services
Southeast Polk Community School District
8031 NE University Avenue
Pleasant Hill, Iowa 50327
Phone: (515) 957-3431
sara.salvini@southeastpolk.org
(email is the preferred method of communication)

2.2 Procurement Timetable

The following dates 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 for Proposal (RFP)	Thursday, June 11th
Deadline for submission of vendor questions to the Issuing Officer	Thursday, June 18th
Issue responses to vendor questions	Friday, June 19th
Due date for proposals and location	Tuesday, June 30th Sara Salvini at: sara.salvini@southeastpolk.org
Notice of Intent to Award & Notice of Awarded Installation Company	Friday, July 10th
Successful Bid Awarded	July School Board Meeting
Combi Installation Target Date	Prior to August 24th, 2026

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 RFP must be submitted in writing and sent via U. S. mail, or electronic mail to Sara Salvini RFP Issuing Officer, sara.salvini@southeastpolk.org and must be received by Thursday, June 19th.

Email is the preferred method of communication.

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 RFP. 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 June 19th. on the SFA website: <https://www.southeastpolk.org/food-nutrition/>. Once issued, all addenda will be considered part of this RFP. 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 RFP.

2.5 Amendment to the RFP and Withdrawal of the RFP

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

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

After the deadline for the submission of the RFP, vendors may make a written request to withdraw their RFP 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 RFP

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

2.7 Rejection of RFP

The SFA reserves the right to reject any or all bids, in whole or in part, received in response to this RFP, and at its discretion, may withdraw or amend the RFP at any time prior to the execution of a written contract. Issuance of the RFP 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 RFP Contents

Before the Notice of Intent to Award is issued, all details of the RFP will remain confidential. Upon issuance of the Notice of Intent to Award, all RFPs 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 RFP. 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 proposal. 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 RFP 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 RFP 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 RFP the Vendor is submitted to the SFA. Failure to comply with requests for additional information may result in rejection of the RFP as non-responsive.

2.11 Vendor Disqualification

Issuance of this RFP 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 RFP and to accept or reject any and all RFPs without penalty. This RFP is designed to provide the vendor with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each vendor is responsible for determining the factors necessary for submission of a comprehensive proposal. A RFP may be rejected for various reasons, including but not limited to any of the following reasons:

The vendor fails to deliver the proposal 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 RFP in a format that is inconsistent with the instructions of this RFP.

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 RFP.

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

The vendor submits proposal 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 RFP is not acceptable. Prior to submission of the RFP, errors may be crossed out, corrections entered and initialed by the vendor authorized contact.

The vendor initiates unauthorized contact regarding the RFP 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 RFP.

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

The vendor fails to get prior approval for alternate models.

2.12 Regulations

All Vendors submitting an RFP, 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.

3 SECTION 3: VENDOR QUALIFICATIONS AND RESPONSIBILITIES

3.1 Requirements

The SFA is looking for a Vendor to provide a set of combi ovens as listed in this RFP.

The vendor will provide names and contact information of three (3) references of SFA customers.

Bid pricing must be good through the date of installation. Any rebates received (such as energy rebates) shall be paid to the District Nutrition Department upon receipt.

3.2 Federal Procurement Requirements

All vendors submitting a Request for Proposal 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 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 and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

To the greatest extent practicable and consistent with law, preference is given for the purchase, acquisition and use of goods, products and materials produced in the United States (including but not limited to iron, aluminum, steel and other manufactured products).

- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

4 SECTION 4: FORMAT AND CONTENT OF THE PROPOSAL

4.1 Instructions

All submitted responses should adhere to the instructions and format requests outlined in this RFP. The instructions are designed to facilitate a uniform review process. All responses must follow the outline below, including the numbering, section, and sub-section headings as they appear here. Vendors are asked to be brief and to respond only with the information sought. Proposals must provide all information noted in this RFP, per issued forms, or on vendor’s letterhead, when appropriate and have required

signatures. All information requested in the RFP must be received at the time of submission.

4.2 Format

4.2.1 Typed

The response should be typed or printed. Responses should be on white 8 ½" x 11" paper, single-spaced with 1" margin using Arial font style no smaller than point size 11.

4.2.2 Page Numbering

As best possible, all pages should be numbered consecutively beginning with number one (1) on the first page of the narrative (this does not include the cover page or the table of contents page) through to the end, including all forms and attachments.

4.2.3 Formatting

All information should be presented in the same order and format as described in RFP Page #5.

4.2.4 Vendor Name

As best possible for clarity, the vendor's name should appear on every page, including Attachments.

4.2.5 Number of Copies

One original copy of the RFP will be submitted to the Issuing Officer in a clearly labeled envelope or email.

4.2.6 Envelope Labeling

Envelopes or emails should be clearly labeled with Vendor Name, and Authorized Vendor Representative's contact information (e-mail and phone number).

4.3 Response Content

4.3.1 Proposal Cover Letter

Vendors shall complete a "Proposal Cover Letter." The letter shall be signed by an individual authorized to legally bind the vendor. The letter shall include:

- Vendor Mailing Address
- Authorized Signer's Electronic Mail Address
- Authorized Signer's Telephone Number
- Vendor Fax Number

Any request for protection of confidential information shall be included in the letter in addition to the specific statutory basis supporting the request and an explanation why the disclosure of the information is not in the best interest of the public. The cover letter shall also contain the name, address, and telephone number of the individual authorized to respond to the SFA about the confidential nature of the information.

The vendor shall acknowledge in the letter the receipt of any amendments and receipt of the SFA's responses to questions submitted by vendors.

The vendor shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in this RFP. 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 proposal.

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 the last four (4) years.

4.3.2 Table of Contents

The vendor may include a Table of Contents.

4.3.3 Acknowledgement

Attachment #2 - The vendor certifies that the contents of the RFP submitted on behalf of the vendor are true and accurate.

4.3.4 Official Pricing Spreadsheet

Attachment #3- Vendors must follow the instructions found on the *Official Pricing Spreadsheet*. Sign and Date

4.3.5 Suspension and Debarment Certification

Attachment #4

4.3.6 Certification of Lobbying

Attachment #5

4.3.7 Assurance of Civil Rights Compliance

Attachment #6

4.3.8 References

Attachment #7 - The vendor shall submit three (3) SFA references, whom the vendor has applicable business experience with. The following must be listed for each reference:

- Contact Name
- School District
- Phone Number
- Electronic Mail Address

4.3.9 Assurance of Non-Collusion or Certificate of Independence

Attachment #8 The vendor assures that this RFP 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 RFP.

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 RFP.

5 SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Precedence for Contract Documents

Upon notification of Intent to Award, this RFP shall constitute the contract between the SFA and selected vendor. This awarded contract will represent the contractual requirements listed in this RFP, amendments to this RFP, and selected Prime Vendor proposal. Failure to execute the awarded contract will disqualify awarded contractor 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 proposals 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 RFP, the SFA shall immediately notify the vendor awarded the contract of such occurrence but the SFA shall have no further obligation.

5.3 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 RFP, the vendor's response to the RFP, and the resulting contract. Following execution of the contract, the vendor shall proceed diligently with all services/shipments and shall perform such services/shipments with qualified personnel in accordance with the contract.

5.4 Contract Termination

Except as otherwise provided within the Terms and Conditions of this RFP 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:

- 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.
- 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.

- 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:
 - 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.
 - 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.

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.

5.5 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 a financial or other tangible personal interests that conflict with the ethics and standards of business conduct of the vendor.

5.6 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.
- iv. The vendor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
- v. USDA Nondiscrimination Statement (Revised 4-2-26)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

- vi. Iowa Nondiscrimination Statement (Revised 7-1-25)

It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, contact the Iowa Civil Rights Commission, 6200 Park Ave, Suite 100, Des Moines, IA 50321; phone number 515-281-4121 or 800-457-4416; website: <https://icrc.iowa.gov/>.

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.

5.7 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).

5.8 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.

5.9 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).

5.10 Targeted Small Business Certification

Small businesses, businesses owned, operated, and managed by women, minority persons, veteran-owned are encouraged to respond to the solicitation. The Vendor should attach a copy of the Targeted Small Business (TSB) certification issued by the Iowa Department of Economic Development.

5.11 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 cancelled 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.

5.12 Confidentiality of Proposal

In submitting a proposal, the Vendor agrees not to disclose or otherwise reveal the contents of its RFP to any source outside of the SFA contact, government or private, until after the award of the contract. All vendors who submit a RFP are advised that they are not to have any communications with the SFA during the evaluation of the RFP (i.e., after the opening of the RFP and before the award of the Contract), unless the SFA Issuing

Officer contacts the vendor for the purpose of seeking clarification. Only those communications with the SFA as authorized by this RFP are permitted.

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

Kevin Baccam, CFO, Southeast Polk School District
8031 NE University Avenue
Pleasant Hill, Iowa 50327

A copy of the appeal shall also be submitted to the Issuing Officer. A notice of appeal must be filed within five (5) business days. 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 stay the negotiations with the apparent successful vendor.

5.14 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.

5.15 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.

5.16 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.

6 SECTION 6: EVALUATION OF PROPOSALS

6.1 Evaluation

Proposals that are submitted prior to or on the due date and time and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this RFP. The evaluation process is developed to award the contract to the lowest responsive and responsible vendor.

6.2 Evaluation Committee

The SFA intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The SFA evaluation team will review the proposals using the evaluation criteria outlined in this RFP.

The SFA will evaluate each proposal independent of other proposals.

The Evaluation Committee will evaluate proposals using the following evaluation criteria, based on a hundred (100) possible points. Factors without points assigned will not be used in computing the total score but will instead be used to determine completeness of the proposal and possible disqualification.

Evaluation Criteria	
Criteria	Checklist
Requirements	
Completed Attachment #1: Proposal Cover Letter	Mandatory
Table of Contents	Recommended
Completed and signed Attachment #2: Acknowledgement	Mandatory
Completed and signed Attachment #3: Official Pricing Spreadsheet	Mandatory
Completed and signed Attachment #4: Suspension and Debarment Certification Form	Mandatory
Completed and signed Attachment #5: Lobbying Certification and Disclosure of Lobbying Activities Form, if applicable (if not applicable – sign and write not applicable)	Mandatory
Completed and signed Attachment #6: Assurance of Civil Rights Compliance	Mandatory
Completed and signed Attachment #7: Acceptance of Terms and Conditions	Mandatory
Completed Attachment #8: References	Mandatory
Completed and signed Attachment #9: Assurance of Non-Collusion or Certificate of Independence	Mandatory
Technical Evaluation Criteria	Maximum Score
Bid Completeness	20 points
Vendor Qualifications and Experience - References	15 points
Ability to Meet Project Scope & Timeline	15 points
Product Performance & Specs.	5 points
Pricing Evaluation Criteria	
Total Extended Costs (including delivery)	45 points
Total Possible Score	100 points

7 SECTION 7: INTENT TO AWARD & AWARD

7.1 Notice of Intent to Award

The SFA will issue a Notice of Intent to Award letter to the selected vendor whose proposal 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.

7.2 Award

After SFA board approval, this RFP, to the extent accepted by the SFA, shall become the contract and shall represent the entire agreement between the SFA and the awarded vendor. Any conflict between the terms and conditions of the RFP and the Proposal documents will be resolved in favor of SFA and the awarded vendor.

Attachment #1

Proposal Cover Letter

Southeast Polk Community Schools
Nutrition Department
Attn: Sara Salvini
8031 NE University Ave.
Pleasant Hill, IA 50327

Re: RFP - SEP Combi Ovens

Dear Southeast Polk Nutrition Department,

Thank you for the opportunity to respond to the Request for Proposal RFP – SEP Combi Oven.

The following individual has prepared the proposal and will serve as the primary contact for proposal questions and contract execution.

_____ First and Last Name
_____ Email Address
_____ Phone Number
_____ Fax Number

_____ (vendor contact person) has received the full copy of RFP – SEP Combi Ovens as well as the SFA's responses to vendor questions and all addenda.

The vendor specifically agrees that the proposal is predicated upon the acceptance of all terms and conditions stated in this RFP.

Thank you.

Name: _____

Title: _____

Attachment #2

Acknowledgement

Date: _____

Southeast Polk Community Schools
Nutrition Department
Attn: Sara Salvini
8031 NE University Ave.
Pleasant Hill, IA 50327

Re: Request for Proposal for Prime Vendor Services RFP - SEP Combi Ovens.

Dear Southeast Polk Nutrition Department,

I certify that the contents of this request for proposal submitted on behalf of _____(vendor) in response to Request for Proposal RFP – SEP Combi Ovens, are true and accurate. I certify that _____ (vendor) has not made any knowingly false statements in its proposal and that I, the undersigned, have the authority to represent this company and submit this proposal.

Sincerely,

Name: _____

Title: _____

Attachment #3

Official Pricing Spreadsheet

The Southeast Polk Community School District is requesting pricing quotes for a set of combi ovens.

School Site location	Hobart Model Number:	Total Price per unit	Number of Units	TOTAL Cost
Jr. High School 8325 NE University Ave. Pleasant Hill, IA	Rational Model LM100CGAXXX XX 6 Full On 6-Full NG 208/240V 1 Ph double stack combi ovens		1	

*Official Specification sheets are included as an additional attachment. Prior approval is required for alternate models which may require a site visit and electrical assessments. Alternative Models must meet or exceed the listed specifications in capacity, utilities and benefits.

Please provide a complete, itemized breakdown of all costs and specifications.

Combi oven must be delivered to the specified installer. Southeast Polk Community Schools will provide installation by an approved Rational equipment installer.

Vendor Name _____
District

Southeast Polk Community School

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment #4

Suspension and Debarment Certification

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility and
Other
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 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 ATTACHED INSTRUCTIONS)

- (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

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date
Form AD-1047 (1/92)

Instructions for Certification

1. 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 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1047 (1/92)

Certification Regarding Lobbying

**Certification Regarding Lobbying
Southeast Polk Community School District
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.

(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_____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> _____	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Attachment #6

Assurance of Civil Rights Compliance

The Vendor hereby agrees that they will comply with:

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

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

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

Signature of Vendor's Authorized Representative

Title

Date

Attachment #7

Acceptance of Terms and Conditions

Date: _____

Southeast Polk Community Schools
Nutrition Department
Attn: Sara Salvini
8031 NE University Ave.
Pleasant Hill, IA 50327

Re: RFP – SEP Combi Ovens

Dear Southeast Polk Nutrition Department,

_____ (vendor) accepts all the Terms and Agreement of RFP – SEP Combi Ovens.

Thank you.

Sincerely,

Name: _____

Title: _____

Attachment #8

References

List three (3) SFA customers with approximately the same purchase volume as this contract including the customer name, address, phone number and contact person. If no SFA customers, please include other business references. Attach additional sheets if necessary.

SFA References Customer Name & Address	Contact Person, Phone Number & Email Address
1.	
2.	
3.	

Attachment #9

Assurance of Non-Collusion or Certificate of Independent Price Determination

Date: _____

Southeast Polk Community Schools
Nutrition Department
Attn: Sara Salvini
8031 NE University Ave.
Pleasant Hill, IA 50327

Re: Request for Proposal for Prime Vendor Services RFP – SEP Combi Ovens
Dear Southeast Polk Nutrition Department,

- A. By submission of a proposal in response to the Request for Proposal RFP – SEP Combi Ovens, the undersigned certifies the following:
 - 1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with a competitor
 - 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening in the case of a sealed bids or prior to the award in the case of a request for proposal, directly or indirectly to any other vendor or competitor for the purpose of restricting competition.
 - 3. No attempt has been made or will be made by the vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

- B. Each person signing this proposal on behalf of the vendor certifies that:
 - 1. He or she is the person in the vendor’s organization responsible within the organization for the decision as to the prices offered herein and has not participated, and will not participate, in any action contrary to A.1 through A. 3 above; or
 - 2. He or she is not the person in other vendor’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state and federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor’s Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority’s Authorized Representative

Title

Date