



## SEP Invitation for Bid

### Willowbrook Elementary Rational Combi-Oven

Southeast Polk Food & Nutrition Services Department

Southeast Polk CSD Food & Nutrition Services Department is seeking quotes for a new double stack Rational Combi-oven for **Willowbrook Elementary**. Terms, conditions and specifications are listed below.

Bid terms & conditions:

1. Specification sheet is attached. All items must be itemized on bid document.
2. Installation of equipment will be bid separately. Only provide equipment pricing as specified in equipment spec sheet. (Combi oven plus filtration system)
3. Include with bid proposal:
  - a. Company price quote
  - b. Attachment A: Suspension & Debarment Certification
  - c. Attachment B: Assurance of Civil Rights Compliance
  - d. Attachment C: Assurance of Non-Collusion
  - e. Attachment D: Certification Regarding Lobbying
4. The bid will be awarded based on all or nothing/bottom line bid.
5. Invoices requirements:
  - a. Each combi, filter and installation kit must be itemized separately.
  - b. Provided via email upon delivery of products (or just before) so quantities can be verified.
6. Equipment will be delivered to installation company. Company will be within the Des Moines Metro area. Awarded vendor will be notified of awarded installation company by Friday, May 16<sup>th</sup>.
7. Bid release date: Friday, April 11th
8. Bids due Friday, May 9th by 12 noon.
9. Bids must be emailed to Sara Salvini ([sara.salvini@southeastpolk.org](mailto:sara.salvini@southeastpolk.org))
10. No formal bid opening will take place.
11. All bidders will be notified with intent to award by Friday, May 16th at the latest.
12. Direct all questions concerning the bid to Sara Salvini, Director of Food & Nutrition Services, 515-957-3431, [sara.salvini@southeastpolk.org](mailto:sara.salvini@southeastpolk.org)

[www.southeastpolk.org](http://www.southeastpolk.org)

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Director Sara Salvini, MS • 8325 NE University Ave. • Pleasant Hill, IA 50327 • Phone: 515-957-3431

## **IFB Clarification process**

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

## **Vendor Disqualification**

Issuance of this IFB in no way constitutes a commitment by the SFA to award any contract or agreement. The SFA reserves the right to accept or reject any part of any IFB and to accept or reject any and all IFBs without penalty. This IFB is designed to provide the vendor with the information necessary to prepare a competitive bid. It is not intended to be comprehensive and each vendor is responsible for determining the factors necessary for submission of a comprehensive bid. An IFB may be rejected for various reasons, including but not limited to any of the following reasons:

- The vendor fails to deliver the bid by the due date and time.
- The vendor fails to comply with requests for additional information for clarification purposes, or for request for documents and references within the time specified.
- The vendor presents information requested by this IFB in a format that is inconsistent with the instructions of this IFB.
- The vendor response limits the rights of the SFA.
- The vendor response materially changes the service requirements.
- The vendor states a service requirement cannot be met.
- The vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The vendor rejects in whole or in part the Terms and Conditions of this IFB.
- Modifications, additions or changes to the Terms and Conditions of this IFB.
- The vendor submits bid with missing or inaccurate pricing information may be ineligible for evaluation and selection for an awarded contract.
- Erasure or the use of typewriter correction fluid on the IFB is not acceptable. Prior to submission of the IFB, errors may be crossed out, corrections entered and initialed by the vendor authorized contact.
- The vendor initiates unauthorized contact regarding the IFB with the SFA or employees/agents of the SFA.
- The vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this IFB.
- The vendor fails to disclose any matters that might be conflict of interest, real or apparent shall constitute a material breach of the contract.

## **Regulations**

All vendors submitting a IFB, agree to comply with all required contract provisions identified in program regulations for programs operated (7 CFR Parts 210, 215, 220, 225, 226, as applicable), USDA Foods (7 CFR Part 250), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), respectively.

## **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.

## **Equal Employment Opportunity**

The vendor shall comply with the Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60," Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

To comply, the vendor will:

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

By submitting a response, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provisions of Executive Order 11246, Executive Order 11375, and 40 CFR part 60.

## **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, and
- Be owned, operated, and actively managed by a female, a minority person, and a person with disability or a service-connected disable veteran.

**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).

**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.

**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).

**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.

**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.

**Confidentiality of bid**

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

## **Protest Procedures**

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

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

Kevin Baccam, Executive Director of Business  
407 8<sup>th</sup> Street, Altoona, IA 50009

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

## **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.

## **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.

## **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.

## **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.

## **Iowa Gift Law (Iowa Code Chapter 68B)**

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

## **Examination of Public (Open) Records (Iowa Code Chapter 22)**

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

## Civil Rights Statements

### 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/oascr/how-to-file-a-program-discrimination-complaint>, 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](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

### Iowa Nondiscrimination Statement

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

**Attachment A.**

**Suspension and Debarment Certification**

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**U.S. DEPARTMENT OF AGRICULTURE**

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

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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.

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Organization Name

PR/Award Number or Project Name

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

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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.

**Attachment B.**

**Assurance of Civil Rights Compliance**

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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.

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Signature of Vendor's Authorized Representative

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Title

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Date

**Attachment C.**

**Assurance of Non-Collusion or Certificate of Independent Price Determination**

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Re: Request for Invitation for Bid for Rational Combi oven

- A. By submission of a bid in response to the SEP Rational Combioven IFB the undersigned certifies the following:
  - 1. The prices in this bid 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 bid 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 bid 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.**

**Attachment D.  
Certification Regarding Lobbying**

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**Certification Regarding Lobbying  
Southeast Polk Community School District**

**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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## INSTRUCTIONS FOR COMPLETION OF Self 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 (IFB) 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. "IFB-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.



To

Project  
SE Polk Schools

From  
Cre8tive Hospitality Solutions  
Bert Lowry  
12730 State Line Rd  
Leawood, KS 66209  
913-378-1691  
757-635-6148 (Contact)

**ITEM 2 - COMBI OVEN, GAS (1 REQ'D)**

**RATIONAL Model ICP 6-FULL ON 6-FULL NG 208/240V 1 PH**

Two (2) (CC1GRRR.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60Hz/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®



- 1 kt Model 60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)
- 1 ea Select a Combi-Duo stand below
- 1 ea Model 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size
- 1 ea Model 87.00.732US Safety-Set, Equipment placement system for all casters-mounted equipment, allows precise, consistent equipment placement for drain lines to floor sinks and under the fire suppression in ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), includes tow (2) pieces and installation pack. THIS ITEM IS NON\_DISCOUNTABLE (NET)
- 1 ea NOTE: All discounts subject to approval by manufacturer
- 1 ea 2 years parts and labor, 5 years steam generator warranty
- 2 ea Model 9999.4104 K-12 Extended Warranty: Extends the warranty for 12 months beyond the Original Equipment Warranty to 3 years parts and labor. (NET)
- 1 ea Model CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge
- 1 ea Model 9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)
- 2 ea Model 9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)
- 2 ea Model 8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60Hz/1ph); gas iCombi/SCC/CMP 62G (208-240/60Hz/1ph); gas iCombi/SCC/CMP 61G (120/60Hz/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)
- 1 ea Model 1900.1158US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95-CLX filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)
- 1 ea Model 9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)

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SE Polk Schools

- 1 ea Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.
  - 1 ea Model 56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit) (NET)
  - 1 ea Model 56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit) (NET)
  - 6 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel
  - 6 ea Model 6019.1150 CombiFry Basket, 1/1 GN, 12-3/4" x 20-7/8"
- \*\*K-12 promo free grids and CombiFry Baskets\*\*

ELECTRICAL

	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	208/240	60	1	Cord only			4.3/3.8	.9			
2	208/240	60	1	Cord only			4.3/3.8	.9			

ELECTRICAL 1 REMARKS

Bottom Unit

ELECTRICAL 2 REMARKS

Top Unit

GAS

	SIZE	MBTU	KW	CONN
1	3/4"	106.5		
2	3/4"	106.5		

STEAM

	INLET SIZE	RETURN SIZE	LB/HR	PSIG (MIN)	PSIG (MAX)
1					
2					

WATER

	HOT SIZE	HOT AFF	HOT GPH	COLD SIZE	COLD AFF	FILTERED SIZE	FILTERED AFF	CONDENSER INLET SIZE	CONDENSER OUTLET SIZE
1				3/4" GHT					
2				3/4" GHT					
3				3/4" GHT					

WASTE

	INDIRECT SIZE	DIRECT SIZE
1	2"	
2	2"	
3		

PLUMBING 1 REMARKS

Top Unit - 1/2" ID, Top Unit, Top Unit

PLUMBING 2 REMARKS

Bottom Unit - 1/2" ID, Bottom Unit, Bottom Unit