

DUBUQUE COMMUNITY SCHOOL DISTRICT

Food and Nutrition Services
2300 Chaney Rd.
Dubuque, IA 52001

REQUEST FOR PROPOSAL BREAD PRODUCTS

The Dubuque Community School District invites written sealed proposals for bread products for distribution for the School Year 2018-2019, beginning July 1, 2018 and ending June 30, 2019.

RELEASE DATE: Monday, April 23, 2018

The complete Request for Proposal (RFP) document is also available online at <http://www.dbqschools.org/district/interact/requests-for-proposals/>

PROPOSAL DUE BY: Monday, May 21, 2018 prior to 2:00 P.M.

Proposal must arrive before the published date and time. Proposal must be submitted in a sealed envelope clearly marked Food and Nutrition Bread Products. Faxed proposals will not be accepted. Late proposals will be returned unopened.

All Proposals must be returned to:
Dubuque Community School District
Business Office
Attn: Kevin Kelleher
2300 Chaney Road
Dubuque, IA 52001

PROPOSAL OPENING: Monday, May 21, 2018 at 2:00 P.M. at Dubuque Community School District Forum Office, 2300 Chaney Road, Dubuque, IA 52001.

PRODUCT SAMPLE:

A sample of each type of product and container listed on **Attachment B** must be submitted. Please submit **only ONE** sample of each product or size container on Monday, May 21, 2018 prior to 1:30 P.M at the Food and Nutrition Office, 2300 Chaney Road, Dubuque, IA 52001

AWARD OF CONTRACT: Monday, June 11, 2018

GENERAL INFORMATION:

Direct all inquiries concerning this request for proposal to Joann Franck, Manager, Food and Nutrition Manager, at 563-552-3235 between the hours of 7:30 a.m. and 3:30 p.m.

INTENT:

It is the intent of this RFP to establish a firm fixed - price contract with a vendor for bread purchases in accordance with the specifications and all documents called for in this RFP. Specifications of products are given in **Attachment B**.

The district makes no guarantee as to the quantities that will be purchased during the life of the contract. It only agrees that it will buy its requirements for each specific product from the winning bidder.

TERMS:

The term of this contract will be from July 1, 2018 to June 30, 2019. Upon satisfactory performance with mutual agreement, this contract may be extended for two additional years in one (1) year increments. The extensions must be with the same conditions, specifications and discounts holding. Total possible length of this RFP is three (3) years.

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

Event	Location/Contact	Time	Date
RFP Released	Mailed/Email		April 23, 2018
Notice to Bidders	Telegraph Herald/DCSD Website		April 23, 2018
Proposal Due to Dubuque Community School District	DCSD Business Office Attn: Kevin Kelleher Food & Nutrition RFP Bread Products 2300 Chaney Road Dubuque, IA 52001	Prior to 2:00 PM	May 21, 2018
Product Sample	Food & Nutrition Office	1:30 PM	May 21, 2018
Proposal Opening	DCSD Forum Office Iowa Board Room	2:00 PM	May 21, 2018
Proposal Evaluation	N/A	N/A	May 21, 2018 through June 4, 2018
Recommendation to the Board	Facilities/Support Services Meeting	4:00 PM	June 4, 2018
Award	Board Meeting	5:30 PM	June 11, 2018

EVALUATION PROCESS/FACTORS:

Proposals will be evaluated by an evaluation committee using the following factors, not listed in order of importance:

- A. Costs
- B. Ability to perform required services
- C. Timelines of delivery
- D. Experience
- E. Other factors the district determines to be relevant

BASIS OF AWARD:

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

NUTRITIONAL INFORMATION:

Vendor will provide product specifications, Product Formulation Statements/CN Labels, and nutritional specification data on all products listed on the bread items specified in **Attachment B**; please see attached. Product information must be provided as manufacturer updates occur and when new products are added to specification sheet in **Attachment B**.

VENDOR QUALIFICATIONS:

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

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

F.O.B.:

All prices herein shall be on a F.O.B. destination basis. All prices must include delivery to the six receiving facilities within the Dubuque Community School District indicated on **Exhibit A**. Do not include sales tax, state or federal tax in your prices. Exemption certificates will be furnished upon request.

NON-COLLUSION:

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

REJECTION OF PROPOSALS:

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

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

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

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

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

CORRECTIONS OF ERRORS ON PROPOSAL FORMS:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

ACCEPTABILITY:

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

TERMINATION:

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

PRICE:

The price will remain a firm/fixed contract for the period July 1, 2018 through June 30, 2019 unless the school district makes changes in writing, by altering, adding to or deducting from the scope. The contract sum will then be adjusted accordingly. The district makes no guarantee as to the quantities that will be purchased during the life of the contract.

PAYMENT TERMS:

The school district will make payments monthly based on actual invoices received in accordance with the terms of this contract. The vendor will provide the district with a quarterly usage report summarizing the products used. The report must be received within two weeks at the end of each quarter.

DELIVERY:

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

Deliveries shall be made to the six receiving facilities, as ordered, on weekdays from Monday through Friday, excluding holidays and non-scheduled school days. Deliveries are to be made to the individual facilities between the times listed in **Exhibit A**. Orders will not be accepted during scheduled lunch times. Specified lunch times for each site will be given at the beginning of the school year. Vendor will take back any outdated or damaged products, with credit or equal value exchange for that product.

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

DELIVERY FAILURES:

Failure of a vendor to provide breads and/or services within the time specified on **Exhibit A** shall constitute delivery failure. When such failure occurs the district reserves the right to cancel or adjust the contract, whichever is in the best interest of the district. In either event, the district may purchase in the open market bread and/or services of comparable worth to replace the articles or services rejected or not delivered. On all such purchases the vendor shall reimburse the district within a reasonable time specified by the district for any expenses incurred in excess of the contract price.

SUBSTITUTIONS/EXCHANGES/CREDITS:

A brand name for the items proposed is expected to remain the same for the duration of the contract.

Substitutions of products must be only temporary and prior approval needs to be received from the Food and Nutrition Manager or designee.

If a product becomes unavailable for any reason, the district reserves the right to obtain that product category from another source but prefers the vendor to provide alternative(s). All new products must be approved by the Food and Nutrition Manager prior to sale.

Vendor will give prompt and full credit for all products found to be damaged or not conforming to the specifications.

NEW PRODUCTS:

All new products must be pre-approved for use by the Food and Nutrition Manager. Competitive pricing shall be obtained for items added after award of proposal. If a price and quality satisfactory to the district is not obtained, the district reserves the right to seek alternate products.

PRODUCT PROTECTION GUARANTEES:

The Dubuque Community School District has an "automatic" product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. If a contract vendor is the first and original packer,

he then becomes the last line of recourse in the chain. Contract vendors are expected to take immediate action to correct any situation in which product integrity is violated.

ORDERS AND INVOICING:

The school kitchen managers will place orders either by phone, email, or personally to the delivery person. A mutually agreed upon order and delivery system will be planned by **August 6, 2018**. Continuous inability to deliver specified products shall be cause for termination of the contract.

The vendor shall provide an individual invoice for each school and leave the original with the school staff responsible for receiving bread products. The original invoice is the official document used by the district for payment and shall be furnished before payment can be made. Invoices shall show quantity, unit size, unit price, extended price, and total price.

INSURANCE CLAUSE:

See **Exhibit B**.

CONFLICT OF INTEREST:

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

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

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

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

BUY AMERICAN ACT CFR 210.21:

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 that states that a school food authority purchase, to the maximum extent practicable, domestic commodities of products. Buy American – (1) Definition of domestic commodity of product. In this paragraph, the term ‘domestic commodity or product’ means----(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT:

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

To comply, the vendor will:

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

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

CLEAN AIR ACT:

Contracts will require selected vendor to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the clean water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulation (40CFR part 15), which prohibit the use of facilities included on the EPA List of Violation Facilities. Selected vendor shall report all violations.

CRIMINAL BACKGROUND CHECK/SEX OFFENDER REGISTRY:

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

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

TOBACCO FREE ENVIRONMENT:

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

SUSPENSION AND DEBARMENT CERTIFICATION:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all vendors receiving individual awards, using federal funds for \$25,000 or more, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. (Debarment Certification Form – Attachment D)

PROCUREMENT: CERTIFICATION REGARDING LOBBYING

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. (Procurement Certification regarding Lobbying – Attachment E)

TARGETED SMALL BUSINESS CERTIFICATION:

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

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

GRATUITIES:

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

CIVIL RIGHTS PROVISIONS:

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited basis will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

IOWA NON-DISCRIMINATION NOTICE:

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, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7 and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th St., Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>

Exhibit A

Central Kitchen (6:00 a.m. - 2:00 p.m.)

2300 Chaney Road
Dubuque, IA 52001
Judi Morgan, Kitchen Manager
Lisa Hantelmann, Assistant Kitchen Manager
563-552-3239

Jefferson Middle School (5:30 a.m. – 1:30 p.m.)

1150 Althausen Street
Dubuque, IA 52001
Angela Barker, Manager
563-552-4716

Roosevelt Middle School (5:30 a.m. – 2:00 p.m.)

2001 Radford Road
Dubuque, IA 52002
Linda Duschen, Kitchen Manager
Michelle Odegard, Assistant Kitchen Manager
563-552-5040

Washington Middle School (5:30 a.m. – 2:00 p.m.)

51 North Grandview
Dubuque, IA 52001
Audrey Lang, Kitchen Manager
563-552-4820

Hempstead High School (5:40 a.m. – 2:00 p.m.)

3715 Pennsylvania Avenue
Dubuque, IA 52002
Sharon Brehm, Kitchen Manager
Jennifer Ingles, Assistant Kitchen Manager
563-552-5307

Senior High School (5:40 a.m. – 2:00 p.m.)

1800 Clarke Drive
Dubuque, IA 52001
Deb Ruden, Kitchen Manager
Patti Palmer, Assistant Kitchen Manager
563-552-5616

Exhibit B

DUBUQUE COMMUNITY SCHOOL DISTRICT MINIMUM INSURANCE REQUIREMENTS

1. All insurance policies required hereunder shall be written with an insurer authorized to do business in the State of Iowa. Insures shall have an A.M. Best rating no less than “A-”, (Excellent).
2. All insurance policies required hereunder shall be endorsed to provide the Dubuque Community School District written notification of at least thirty (30) days prior to cancellation or non-renewal, ten (10) days notification for nonpayment of premium.
3. Contractor shall furnish Certificates of Insurance to the Dubuque Community School District indicating the insurance requirements set forth in this agreement have been met. Such certificates shall include copies of any policy forms and endorsements that are equivalent to those specifically required. Contractor shall be responsible to ensure all its subcontractors and sub-subcontractors performing work or services meet the insurance requirements for their respective trade.
4. Each Certificate of Insurance shall be submitted to the Dubuque Community School District’s Food and Nutrition Office.
5. At its discretion and on a case by case basis, the Dubuque Community School District reserves the right to increase or decrease limits, and add or waive insurance coverage and requirements.
6. Failure to provide evidence of minimum limits and coverage or procure required insurance shall not be deemed a waiver of these requirements by the Dubuque Community School District. Failure to obtain or maintain the insurance requirements shall be considered a material breach of this agreement.
7. The Dubuque Community School will have in place Builders Risk insurance on new building projects that exceed \$10,000 in value, including coverage for materials temporarily stored off site and in transit. Builders Risk insurance will include the interest of the Contractor and its subcontractors, except for any deductible, not to exceed \$10,000. Contractor and its subcontractor shall be responsible for insuring its own equipment and property.

Exhibit B

DUBUQUE COMMUNITY SCHOOL DISTRICT

INSURANCE REQUIREMENTS: GENERAL CONTRACTORS

COMMERCIAL GENERAL LIABILITY:

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

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

Policy shall include the following endorsements:

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

Exhibit B

BUSINESS AUTOMOBILE LIABILITY:

Combined single limit of \$1,000,000

or

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

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

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

WORKERS COMPENSATION & EMPLOYERS LIABILITY:

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

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

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

UMBRELLA OR EXCESS LIABILITY:

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

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

Exhibit B

DUBUQUE COMMUNITY SCHOOL DISTRICT GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

SPECIMEN

RETURN THIS PAGE WITH YOUR PROPOSAL

**Dubuque Community Schools - Food & Nutrition Services
Bread Products RFP**

Signature Page:

Signature must be by company official with the authority to bind the company to providing the services proposed.

Organization Name (print)

Street Address _____ **City** _____ **State** _____ **Zip** _____

Authorized Signature

Name and Title of Authorized Representative (please print)

Phone: _____ **E-Mail:** _____

Name (Primary Contact Manager) _____

Phone: _____ **E-Mail:** _____

Servicing City: _____

Total number of Service Drivers for this region: _____

Assigned Personnel: Provide background on Service Drivers including certifications and years of experience.

Name: _____ **Background:** _____

Name: _____ **Background:** _____

Name: _____ **Background:** _____

NOTE: Please use INK. If corrections are needed, cross out and initial. DO NOT ERASE.

Hard copy of this signature page along with Attachment A, B, C, D, and E must be received by Monday, May 21, 2018 prior to 2:00 P.M.

Attachment A
RETURN THIS PAGE WITH YOUR PROPOSAL

VENDOR REFERENCES

References: List the company, contact name, address, and years of services for three references where your products/services have been used in the past five years. Preferably customers with same level of complexity as the Dubuque Community School District.

District/Company:	
Contact Person:	
Address:	
Email:	
Description of professional relationship including dates:	

District/Company:	
Contact Person:	
Address:	
Email:	
Description of professional relationship including dates:	

District/Company:	
Contact Person:	
Address:	
Email:	
Description of professional relationship including dates:	

Attachment B
RETURN THIS PAGE WITH YOUR PROPOSAL
Specification of Bread Products

LINE ITEM	DESCRIPTION	ESTIMATED USAGE	UNIT PACKAGING	UNIT PRICE	PRICE PER SERVING	PACKER LOCATION
<i>Example</i>	<i>EXAMPLE: Buns, Hamburger, White ...</i>	<i>123 ea</i>	<i>12 COUNT/ PACKAGE</i>	<i>\$1.29</i>	<i>0.1075</i>	<i>ABC BREAD CO. Dubuque, IA</i>
A-1	Buns, Hamburger, White, greater than or equal to 51% whole grain ingredients by weight. Each bun provides 2 oz. bread equivalents based on USDA criteria.	150,500 ea	____ COUNT/ PACKAGE			
A-2	Buns, Hamburger, White, greater than or equal to 51% whole grain ingredients by weight. Each bun provides 1.5 oz. bread equivalents based on USDA criteria.	195,500 ea	____ COUNT/ PACKAGE			
A-3	Buns, Sub Roll, White, greater than or equal to 51% whole grain ingredients by weight, reduced sodium. Each serving provides 2 oz. bread equivalents based on USDA criteria.	37,056 ea	____ COUNT/ PACKAGE			
A-4	Buns, Hot Dog, Pre-Cut, White, greater than or equal to 51% whole grain ingredients by weight. Each bun provides no less than 1.5 oz. bread equivalents based on USDA criteria.	64,170 ea	____ COUNT/ PACKAGE			
A-5	Bread, Sliced, 100% Whole Wheat, each slice provides 1 oz. bread equivalent based on USDA criteria.	7114 loaves	____ USEABLE SLICE/ PACKAGE			
A-6	Bread, Sliced, White, greater than or equal to 51% whole grain ingredients by weight. Each slice provides 1 oz. bread equivalent based on USDA criteria. <i>*This may be used instead of A-5 if price is comparable. Note: Total usage for A-5 and A-6 equals 5820 loaves.</i>	*7114 loaves	____ USEABLE SLICE/ PACKAGE			

COMPANY _____

BY _____
 (Authorized Signature)

ADDRESS _____

TITLE _____

CITY/STATE/ZIP _____

DATE _____

PHONE _____

FAX _____

EMAIL ADDRESS _____

Attachment C
RETURN THIS PAGE WITH YOUR PROPOSAL

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

By: _____

Print Name: _____

Title: _____

Attachment D
RETURN THIS PAGE WITH YOUR PROPOSAL

SUSPENSION AND DEBARMENT CERTIFICATION

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Name of Authorized Representative

Signature

Instructions for Suspension and Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

Attachment E

RETURN THIS PAGE WITH YOUR PROPOSAL

Procurement: Certification Regarding Lobbying

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

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

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

1. No federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal Funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization _____

Name/Title of Submitting Official _____

Signature _____ Date _____

CHECKLIST OF REQUIREMENTS FOR SUBMITTING PROPOSAL

The following information and forms must be completed and submitted to Dubuque Community School District with your proposal to be considered.

- _____ Signature Page

- _____ Vendor References – Attachment A

- _____ Specification of Bread Products – Attachment B

- _____ Acknowledgment and Certification – Attachment C

- _____ Suspension and Debarment Statement – Attachment D

- _____ Procurement: Certification Regarding Lobbying – Attachment E

- _____ Product Specifications and Product Formulation Statement/CN Labels Document