



The Southeast Polk Community School District (District) invites proposals for annual inspection, testing, and maintenance of fire safety systems identified below. These services will ensure compliance with National Fire Protection Association (NFPA) 10, NFPA 17A, and NFPA 96, as well as all applicable local and state fire codes.

- Commercial kitchen hood cleaning and inspection
- Kitchen fire suppression inspection and testing
- Portable fire extinguisher inspection, testing, and maintenance

The Bid Form (Attachment A) must be used in submitting proposals. Attachments A through E must be included with the bid submission.

Email bid documents to Sara Salvini at Sara.salvini@southeastpolk.org and Dave Berger at David.berger@southeastpolk.org. Bids will only be accepted by e-mail. All attachments must be completed and submitted or bid will be deemed unresponsive.

THERE WILL BE NO FORMAL BID OPENING. No bid may be withdrawn for a period of 30 calendar days after the Submission Deadline.

Any questions concerning a contractor's capability to bid must be raised with the identified school district authorities no later than 3:00 p.m. on April 14, 2026.

The District reserves the right to accept or reject all or parts of all submitted bids. The District further reserves the right to terminate the contract at any time for due causes which shall include such reasons as unsatisfactory service or products.

SUBMISSION DEADLINE: April 22, 2026 (3:00 p.m.)

LATE BIDS WILL NOT BE ACCEPTED

RETURN TO:

Sara Salvini
Director of Food and Nutrition
sara.salvini@southeastpolk.org

and

Dave Berger
Director of Building and Grounds
david.berger@southeastpolk.org

Southeast Polk Community Schools Fire Safety Inspection and Cleaning RFP

BID PROPOSAL REQUIREMENTS

1. Pricing: The District will award this contract based on the lowest responsive and responsible total aggregate bid for all services specific in this solicitation. Unit prices will be used for all additional services and the District reserves the right to review and evaluate the reasonableness of unit pricing for additional services. Partial, conditional, or line-item awards will not be considered. Bidders must use the Bid Form presented at Attachment A.

Firm prices shall prevail for one (1) fiscal year, defined as the period from July 1 through June 30 of the following year. The initial contract period shall be July 1, 2026 to June 30, 2027, unless otherwise specified by the bidder on Attachment A.

The District reserves the option to renew the contract for up to four (4) additional one-year periods by mutual written agreement between the District and the Contractor. Renewal decisions will be at the sole discretion of the District and may be based on factors including, but not limited to, service quality, responsiveness, performance, and pricing stability.

Period of Performance:

Initial Year: July 1, 2026 to June 30th, 2027

Option Year 2: July 1, 2027 to June 30th, 2028

Option Year 3: July 1, 2028 to June 30th, 2029

Option Year 4: July 1, 2029 to June 30th, 2030

Option Year 5: July 1, 2030 to June 30th, 2031

2. Work to be performed: The scope of services to be completed under this agreement shall include all labor, materials, equipment, and documentation necessary to perform the following inspections, cleanings, and related services in full compliance with applicable NFPA standards and local fire authority requirements. All work shall be performed by technicians certified and licensed as required under all applicable regulations and in compliance with manufacturer requirements.

Hood Cleaning and Inspection (NFPA 96)

- Perform complete cleaning of each kitchen exhaust system—including hoods, filters, ductwork, and fans—at least annually or at the frequency required by NFPA 96 §11.6 based on usage and grease accumulation.
- Clean each dish machine exhaust system once annually.
- Ensure all fire suppression components, including pipes, dampers, access panels, switches, and controls, are free of residue and returned to their proper operational position.
- Protect all sensitive components (fusible links, detectors, and other detection devices) from chemical exposure during cleaning.
- Clear the area to be cleaned of movable equipment prior to work and protect adjacent finishes, walls, and equipment from damage.
- Use only non-caustic, biodegradable cleaning agents suitable for stainless steel and food service environments.
- Contractor shall be responsible for cleanup of all affected areas after work is completed, including wiping down all surfaces and restoring kitchen systems to pre-cleaning layout.
- Following cleaning, contractor shall affix a dated NFPA 96-compliant service label to each hood and provide before-and-after photographic documentation for each system serviced.
- Provide a cleaning verification report summarizing work performed, system conditions, and any deficiencies requiring corrective action.

Fire Suppression System Inspection (NFPA 17A)

- Perform semi-annual inspection and functional testing of each kitchen fire suppression system in accordance with NFPA 17A §7.3 and applicable local fire authority requirements.

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- Coordinate inspection scheduling with hood-cleaning activities to ensure each system is properly restored and operational following cleaning.
- Verify that all suppression system components—including pipes, dampers, access panels, switches, and controls—are returned to their correct position and free of grease, residue, or obstruction.
- Replace fusible links, inspect and verify manual pull-station operation, and confirm detection line integrity.
- Inspect nozzle alignment, coverage, and accessibility, ensuring nozzles are clean and free of overspray or chemical residue.
- Tag each system with the inspection date, technician name, and certification number.
- Notify the District within 24 hours of any impairments, non-compliant findings, or deficiencies discovered during inspection.
- Provide a certificate of inspection and complete inspection report for each system within fifteen (15) business days of service completion.

Fire Extinguisher Inspection (NFPA 10)

- Perform annual inspection, maintenance, and tagging of all portable fire extinguishers located in District buildings and vehicles in accordance with NFPA 10 §7.3 and all applicable local and state regulations.
- Verify each extinguisher's accessibility, visibility, mounting height, pressure gauge status, and proper type for its location and hazard classification.
- Identify missing, damaged, or obsolete extinguishers and report findings to the District.
- Conduct recharge, hydrostatic testing, or replacement as required, with prior written District approval for any chargeable services.
- Maintain and provide an electronic inventory including extinguisher ID number, type, size, and exact location.
- Tagging shall comply with local fire authority requirements and include the technician's name and certification number.
- Deliver an annual compliance report and inspection logs for all facilities and vehicles within fifteen (15) business days of service completion.

Administrative Requirements

- Contractor shall coordinate all site scheduling with designated District staff to minimize disruption to kitchen and school operations.
- Contractor shall maintain worksite cleanliness and safety at all times and comply with all applicable OSHA, NFPA, and state safety standards.
- The District shall be notified immediately of any unsafe or out-of-service conditions discovered during inspection or cleaning.
- All reports, certificates, and photographic documentation shall be submitted electronically in PDF format to the District's designated representative.

3. Conditions of work: Cleaning and inspection services for the Initial Year shall be completed between July 1, 2026 and August 10, 2026. Cleaning and inspection services for all subsequent years shall be completed between June 10th and August 10th. The Contractor shall provide a written schedule prior to the start of all required services.

4. Requirements for service: The District's designated staff shall be notified a minimum of seven (7) days prior to start of work. The District's designated staff shall also be notified upon completion of the Contractor's cleaning and inspection services to allow for inspection of the Contractor's completed work, by District staff.

5. Insurance: Contractor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. Contractor shall provide certificates of insurance. Should any required insurance be

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canceled before the expiration date, the issuing Contractor will mail 30-days written notice to the School.

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

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

8. Hold Harmless: The contractor shall hold the district harmless from any and all damages and claims that may arise by reason of any negligence on the part of the contractor, his agents or employees in the performance of the contract.

9. Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of the District's Director of Food and Nutrition, Director of Building and Grounds, or their designee(s).

10. Prohibition Against Conflicts of Interests, Gratuities and Kickbacks: "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

11. Retention of Records: The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. If an investigation or audit is in progress, records shall be maintained until stated matter is closed. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period.

12. Employee Conduct: Selected Contractor is responsible for their employees while on District property.

1. Selected Contractor's personnel that are not in an identifiable uniform must provide Contractor identification preferably with a photo upon request.
2. Selected Contractor's personnel are to present a professional appearance at all times. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties.
3. Selected Contractor's personnel are forbidden to consume alcohol, use tobacco, possess/use controlled substances, or possess weapons/firearms when on school district property.
4. Selected Contractor acknowledges that it shall not fulfill this contract in any part by use of a person who is barred by any state, local, or federal law from being on school district property at any time.
5. Selected Contractor will provide competent supervision of employees.
6. Selected Contractor will take precautions necessary to protect persons or property against injury that may occur as a result of fault or negligence of their employee.
7. Selected Contractor will perform work without unnecessarily interfering with school district activities.
8. Selected Contractor will be responsible for any and all damage or injury to existing facilities and equipment and property or persons caused by Selected Contractor's employee.

13. Locations: Locations and site-specific scopes of work are identified in Table 1.

14. Payments: The District pays bills only after approval from the Board of Education, which meets bi-monthly

15. Audit: At any time during the term of this contract, the contractor's or any subcontractor's books and records shall be subject to audit by the school district, state, or Federal Government to the extent that the books and records relate

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to the performance of the contractor or subcontractor. There shall be full access to, and the right to examine any of said materials during said period.

16. Criminal background checks: must be conducted on any personnel accessing school district property. No one with a history of child abuse or sexual assault will be allowed to access any school property. **Attachment F shall be signed verifying that all personnel meet this standard and shall be included with your bid.**

17. 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 District'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 District 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.

18. Equal Employment Opportunity: By submitting a response to the request for price quotations, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provision of Executive Order 11246; Executive Order 11375, and 41 CFR part 60. To comply the vendor will:

- Provide equal opportunity to all qualified persons to prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- Employ and treat employees fairly during employment, which shall include, but is not limited to the following: upgrading, demoting, or transferring, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

19. 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, a person with disability or a service-connected disabled veteran.

20. Termination for Cause: The District 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.

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- In the event that no funds or insufficient funds are appropriated and budgeted for payments due to the vendor. The District shall notify the vendor of such occurrence as soon as District's designated individual is notified of insufficient funds by the District administration.

21. 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 District will provide thirty (30) days written notification to the selected vendor.

22. 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).

23. 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.

24. 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).

CERTIFICATION OF DISBARMENT AND SUSPENSION

By signing Attachment B, I certify on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

CIVIL RIGHT COMPLIANCE

Execution of Attachment C constitutes certification that the vendor is in full compliance with all applicable federal, state, and local civil rights laws, regulations, and requirements. By signing Attachment C, the vendor affirms its commitment to nondiscrimination and equal opportunity in all aspects of contract performance.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

By signing Attachment D, the Contractor certifies that this 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 Contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

I hereby swear or affirm under penalty of false swearing :

- That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation);
- That the attached bid has been arrived at by the bidder independently and has been submitted without collusion and without agreement, understanding, or planned common course of action, with any Contractor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- That contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder and will not communicate to any such person prior to the official opening of the bid or bids.
- That the bidder is legally entitled to enter into the contracts with agencies and is not in violation of any prohibited conflict of interest.
- That I have fully informed myself regarding the accuracy of the statements made above. Any agreement of collusion among bidders or prospective bidders that restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fix price, or to refrain from bidding, or otherwise, is prohibited

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250-9410; or
2. Fax:
(833) 256-1665 or (202) 690-7442; or
3. Email:
program.intake@usda.gov

This institution is an equal opportunity provider.

Iowa Non-Discrimination 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 programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office building, 400 E. 14th St. Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; website: <https://icrc.iowa.gov/>."

Table 1: SEP Facilities List

Building	Address	City	Zip Code	Required Services (Number of Devices)			Notes/Comments
				Fire Extinguisher Inspections	Kitchen/Dish Machine Hood Cleaning and Inspection	Fire Suppression Inspection	
Elementary Schools							
Altoona Elementary School	301 6th Street Southwest	Altoona	50009	30	1/1	1	
Centennial Elementary School	910 7th Avenue South	Altoona	50009	30	1/1	1	
Clay Elementary School	3200 1st Avenue South	Altoona	50009	25	1/1	1	
Delaware Elementary School	4401 East 46th Street	Des Moines	50319	30	1/1	1	
Four Mile Elementary School	670 Northeast 12th Avenue	Pleasant Hill	50327	30	1/1	1	
Mitchellville Elementary School	308 Elm Avenue	Mitchellville	50169	20	1/1	1	
Runnells Elementary School	6575 Southeast 116th Street	Runnells	50237	20	1/1	1	
Willowbrook Elementary School	300 17th Avenue Southwest	Altoona	50009	20	1/1	1	
Secondary Schools							
Junior High School	8325 University Avenue	Pleasant Hill	50327	75	1/1	1	
Middle School	501 Falcon Drive Southeast	Altoona	50009	60	2/1	1	
High School	7945 Northeast University Avenue	Pleasant hill	50327	70	2/1	2	
Other Facilities							
Environmental Learning Center (ELC)	11730 Southeast 6th Avenue	Runnells	50237	6	0	0	
Pre-K Annex	406 3rd Avenue Southwest	Altoona	50009	3	0	0	
Ivy Complex	9070 Northeast 12th Avenue	Altoona	50009	6	0	0	
Multipurpose Stadium	7755 Martha Miller Drive	Pleasant Hill	50327	15	0	0	
Skilled Trades Center		Pleasant Hill	50327	6	0	0	
Harbor Alternative Programming	8031 Northeast University Avenue	Pleasant Hill	50327	12	0	0	
Teaching and Learning (TLRC)	6540 Northeast 12th Avenue	Pleasant Hill	50327	6	0	0	
Administrative Facilities							
District Office	8031 Northeast University Avenue	Pleasant Hill	50327	12	0	0	
Maintenance and Grounds	8379 Northeast University Avenue	Pleasant Hill	50327	25	0	0	Includes all Maintenance and Grounds Vehicles
Transportation	8415 Northeast University Avenue	Pleasant Hill	50327	125	0	0	Includes all Transportation Vehicles
Warehouse	8445 Northeast University Avenue	Pleasant Hill	50327	6	0	0	

Attachment A: SEP Fire Safety Inspection/Cleaning Bid Form

Vendor Information

Company Name: _____
 Address: _____
 City, State, Zip: _____
 Primary Contact Name: _____
 Title: _____
 Phone: _____
 Email: _____
 Website (if applicable): _____
 Years in Business: _____
 Pricing Held Firm Through: _____

Pricing Instructions

- Provide unit pricing for each service listed below
- Unit pricing shall include all labor, materials, travel, reporting, disposal, and compliance costs
- The District does not guarantee the quantities identified and reserves the right to add or remove locations.
- Extended totals will be used for evaluation purposes only
- Pricing shall remain firm for the contract term

Fire Extinguisher Inspections

Facility Type	Estimated Quantity	Unit Price	Extended Total
Elementary Schools	205		
Secondary Schools	205		
Other Facilities	60		
Administrative/Support	168		
TOTAL	638		

Kitchen & Dish Machine Hood Cleaning and Inspection

Facility Type	Estimated Quantity	Unit Price	Extended Total
Elementary Schools & Jr. High	18		
Middle School & High School	6		
TOTAL	24		

Attachment A: SEP Fire Safety Inspection/Cleaning Bid Form

Fire Suppression System Inspection

Facility Type	Estimated Quantity	Unit Price	Extended Total
Elementary Schools	8		
Secondary Schools	4		
TOTAL	12		

Additional /Optional Unit Pricing

Service Description	Unit of Measure	Unit Price
Fire Extinguisher Recharge	Each	
Fire Extinguisher Replacement	Each	
Emergency Service Call	Per Occurrence	
Deficiency Repair Labor	Hourly	
Mobilization / Trip Charge	Per Visit or Per Mile (designate)	
Other (Specify)		

All additional services must be pre-approved by the District prior to execution. Unit pricing provided herein shall be the basis for all approved additional work.

Clarifications and Assumptions

Addenda Acknowledgement

Addendum Number	Date

Certification and Signature

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

I hereby acknowledge and certify with my signature that I have read and agree to all terms and conditions of the bid as provided and that the costs quoted in this proposal are correct. I have authority to obligate my company to perform under the conditions stated in the bid document.

Attachment B: Suspension and Debarment Certification

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.

Vendor Organization Name

Vendor Authorized Representative

Signature

Attachment B: Suspension and Debarment Certification

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 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.

Except for transactions authorized under paragraph 6 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 C: 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 E: 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 Southeast Polk Community 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 Southeast Polk Community 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

Attachment E: Certification Regarding Lobbying

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 (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.

Attachment F: Certificate of Compliance Background Check/Sex Offender Registry Laws

I CERTIFY THAT THE BELOW-NAMED DISTRIBUTOR submitting a proposal in response to this bid shall conduct criminal background checks on any employees or other personnel accessing District property, and that no personnel who do not meet the standards stated in the bid will be allowed to access any District property. The Distributor further certifies that all employees are in compliance with the Sex Offender Registry Laws and Regulations who would be on or within 300 feet of the school's boundary, and that no employees who service an Iowa School District are sexual offenders whose conviction involved a sex offense against a minor. The Distributor by signing this certificate acknowledges and certifies that any contracted services provided resulting from the bid shall comply with Iowa Code Section 692A.113.

Distributor Name

Print Name

Title of Authorized Representative

____/____/____

Date