Request for Bids

Milk Products: SY 2026-2027

The Bondurant- Farrar Community School District is seeking bids for Milk Products for the 2026-2027 school year.

The purpose of Bondurant-Farrar Community School District (herein after referred to as BFCSD) Invitation for Bid (IFB) is to solicit competitive bids from qualified suppliers (herein after referred to as “vendor” or “contractor” or “bidder”) for Milk products.

BFCSD intends to award a contract to the most responsive and responsible vendor whose bid conforms to meeting the minimum requirements of the bid request in accordance to the specifications, general and specific terms and conditions, general instructions, and the conditions of purchase as contained in this Invitation for Bid (herein after referred to as “IFB”) and addenda.

Bids will be accepted until June 17th, 2026

Contact Dave Walker at walkerd@bfschools.org for more information.

Submit Invitation to Bid to:
David Walker, Nutrition Director
300 Garfield St. SW
Bondurant, IA 50035

No oral bids will be accepted. The Bondurant-Farrar Community School District reserves the right to reject any or all bids submitted and to accept the bids deemed to be in the best interest of the school district in its sole and absolute discretion.

Full details are included in the below attachment.

Invitation for Bid IFB

SY 2026 to 2027

The Bondurant-Farrar Community School District issues this Invitation for Bid (IFB) for Milk products for SY 2026 to 2027.

Bondurant-Farrar CSD, 300 Garfield St. SW. Bondurant, IA 50035

Bondurant-Farrar Community School District, 300 Garfield St. SW, Bondurant, IA 50035

Submit Invitation for Bid to:

David Walker, Nutrition Director, 300 Garfield St. SW, Bondurant, IA 50035,

Ph: 515-967-7819, Fax: 515-967-7847, email: walkerd@bfschools.org

Submit Invitation for Bid to:

David Walker, IFB Issuing Officer

Bondurant- Farrar CSD, 300 Garfield St. SW, Bondurant, IA 50035

Email: walkerd@bfchools.org (preferred method)

Fax: 515-967-7847

All questions should be in writing and directed to the Issuing Officer.

USDA Non-Discrimination Statement - 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

fax: (202) 690-7442; or

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

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SECTION 1- INTRODUCTION

1.1 Background

This SFA participates in the federally-funded National School Lunch Program (NSLP) and the School Breakfast Program (SBP). The NSLP and the SBP programs are funded by the Food and Nutrition Services (FNS) of the United States Department of Agriculture (USDA) and administered at the state level by the Iowa Department of Education - Bureau of Nutrition and Health Services (IDOE-BNHS).

Bondurant-Farrar Community School District currently operates 5 separate school buildings on 2 campuses. Approx. 2600 students are served with each building serving between 350-550 daily.

1.2 Intent of the Invitation for Bid (IFB)

The purpose of Bondurant-Farrar Community School District (herein after referred to as BFCSD) Invitation for Bid (IFB) is to solicit competitive bids from qualified suppliers (herein after referred to as “vendor” or “contractor” or “bidder”) for Milk products

BFCSD intends to award a contract to the most responsive and responsible vendor whose bid conforms to meeting the minimum requirements of the bid request in accordance to the specifications, general and specific terms and conditions, general instructions, and the conditions of purchase as contained in this Invitation for Bid (herein after referred to as “IFB”) and addenda.

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

1.3 Contract Type

The estimated value of this contract is $145,000.00] A fixed price contract or a sliding scale will be awarded to the responsive and responsible vendor(s). The BFCSD will select the winning bid based on the terms and conditions contained herein to award The contract will be awarded for School Year (SY) 2026–2027, with the option to renew for up to four (4) additional one-year terms after the original contract period.

1.4 Specifications

White Milk, 1% Milk Fat
½ pint carton

White Milk, Whole Milk Fat
½ pint carton

White Milk, Skim
½ pint carton

Chocolate Milk, Fat Free
½ pint carton

White Milk, 1% Milk fat
1 gallon

White Milk, Skim
1 gallon

Yogurt, Bulk, 5 lb
2% or less milk fat
Plain or flavored,yogurt must contain **no more than 12 grams of added sugar per 6 oz serving** (maximum 2 grams added sugar per ounce)

Yogurt, 6 oz.
1% Milk fat
Please list flavors available,yogurt must contain **no more than 12 grams of added sugar per 6 oz serving** (maximum 2 grams added sugar per ounce)

Orange Juice, 100%
½ pint

Requirements to be considered:
All milk and dairy products shall be:

1. Grade A
2. Pasteurized and homogenized
3. Fortified with Vitamin A and D
4. Packaged and sealed in sanitary cartons and/or containers

The fluid milk supplier shall:

1. Furnish the cooler(s) for storage in buildings where required.
2. Furnish wrapped straws when requested.
3. Maintain and clean such coolers in accordance with the local health regulations.
4. Provide an adequate lock system for each cooler.
5. **Milk must be delivered in clean, sanitary milk crates at all times.**
6. Rotate milk, each delivery, leaving the oldest on top.
7. Pick up all empty milk crates at each delivery.
8. Provide a copy of the company's food safety/HACCP plan.

Delivery of fluid milk shall be:

i. According to items and quantities ordered.
ii. Provided to the designated area in each school.
iii. Completed in all buildings prior to 7:00am.
iv. Accompanied by a legible delivery receipt.
v. Three days per week – Monday- Wednesday- Friday.
vi. Made to each school:

Morris Elementary
700 Garfield St SW
Bondurant, IA 50035
Phone: 515-967-6361
Fax:515-967-5088

Anderson Elementary
400 Garfield Street
Bondurant, IA 50035
Phone: 515-967-7494
Fax: 515-957-9099

Bondurant Intermediate School
300 Garfield Street
Bondurant, IA 50035
Phone: 515-967-3711
Fax: 515-957-9924

Bondurant Junior High
1201 Grant St N
Bondurant,IA 50035
Phone 515-957-7970

Bondurant High School
1000 Grant Street North
Bondurant, IA 50035
Phone: 515-957-8191
Fax: 515-957-8224

Additional Requirements:

- Orders for milk and other dairy products will be placed by the Food Service Director.
- Emergency deliveries are available on short notice.
- Unused milk shall be picked up before each vacation period.
- Credit for this milk shall be noted on the delivery receipt.
- After the last delivery of each month, an itemized monthly statement with a breakdown by delivery location and items delivered shall be sent to:70

  Bondurant-Farrar CSD
  Department of Food & Nutrition Services
  300 Garfield Street SW
  Bondurant, IA 50035

6. Provide a year end summary of all products purchased.

7. Provide a copy of the company's food safety/HACCP plan.
8. Please identify contact person(s), address, and telephone numbers for billing questions, product questions, and delivery problems.
9. Please sign attachment A, B, C, and D and return with a bid

Vendor Name:						
Specifications for Product(s)/Service(s) to be Purchased: · Price quotes will be honored for:_____ (number of day(s)/week(s)/month(s), specific date) (vendor will state time period)	Brand & pack size or equal	Quantity estimated to be purchased (SFA complete)	Unit Price Fixed	Unit Price Escalator	Extended Price (Quantity x Unit Price)	Comments by vendor (example – pack size change, etc.)
White Milk, 1% Milk Fat,½ pint carton		15000				
White Milk, Whole Milk Fat;White . 1/2 pint		5000				
White Milk, Skim, 1/2 pint		15000				
Chocolate Milk, Fat Free,1/2 pint		54000				
White Milk, 1% Milk fat, gallon		10				
Yogurt, Bulk, 5 lb, low fat or less milk fat, Plain or flavored,yogurt must contain no more than 12 grams of added sugar per 6 oz serving (maximum 2 grams added sugar per ounce)		500				

Yogurt, Bulk, 6 oz , low fat or less milk fat, Plain or flavored,yogurt must contain no more than 12 grams of added sugar per 6 oz serving (maximum 2 grams added sugar per ounce)		5000				
Orange Juice, 100%, 1/2 pint						

SECTION 2: ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding this ~~Bid~~ from the date of issuance until selection of the successful vendor(s):

David Walker, Issuing Officer
300 Garfield St. SW, Bondurant, IA 50035
Email: walkerd@bfschools.org (preferred method)
Fax: 515-967-7847

2.2 Procurement Timetable

The following dates are for informational and planning purposes; however, the SFA reserves the right to change the dates:

Event	**Date/Time and Location, as applicable**
Issue Invitation for Bid (IFB)	6/5/26
Deadline for submission of vendor questions to the Issuing Officer	6/17/26
Issue responses to vendor questions	6/15/26
Due date, location, a	6/17/2026 to Bondurant-Farrar Community School District SFA Name: Bondurant- Farrar Community School District SFA Address: Street: 300 Garfield St. SW City/State/Zip Code: Bondurant, IA 50035
Notice of Intent to Award	6/24/26
Selected Vendor Start Date	7/1/26

2.3 Questions, Request for Clarification and Suggested Changes

Vendors are invited to submit questions and requests for clarification, interpretation, and

suggestions. All inquiries concerning interpretation, additional clarification, additional information, and questions pertaining to this IFB must be submitted in writing and sent via U. S. mail, electronic mail, or fax to:515-967-7847 , IFB Issuing Officer, David Walker, walkerd@bfschools.org, and must be received by 6/17/26

Email is the preferred method of communication.

Oral questions (in person or via telephone) will NOT be permitted. Please reference the page(s) and section number(s) if questions pertain to a specific section of the IFB. Inquiries must include the vendor's business name, vendor authorized representative contact name and job title, email address, and phone number.

2.4 Response to Inquiries

Written addendum to questions and requests for clarification or interpretation, and suggestions will be posted on or before 6/18/26 on the SFA website: www.bfschools.org. Once issued, all addenda will be considered part of this IFB. The SFA assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into this IFB.

2.5 Amendment to the IFB and Withdrawal of the IFB

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

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

After the deadline for the submission of the IFB, vendors may make a written request to withdraw their IFB and must provide evidence that a substantial mistake has been made or a change in the vendor's ability to perform.

2.6 Cost to Prepare the IFB

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

2.7 Rejection of IFB

The SFA reserves the right to reject any or all bids, in whole or in part, received in response to this IFB, and at its discretion, may withdraw or amend the IFB at any time prior to the execution of a written contract. Issuance of the IFB in no way constitutes a commitment by the SFA to award a contract.

2.8 Reservation of Rights

The SFA reserves the following rights:

1. To waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve a vendor's competitive position.
2. To re-award the solicitation to another vendor in the event the awarded contractor defaults in executing the formal agreement; and
3. All awards will be made in a manner deemed in the best interest of the SFA and therefore; the SFA shall select the next most responsive vendor, if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

2.9 Public Disclosure of IFB Contents

Before the Notice of Intent to Award is issued, all details of the IFB will remain confidential. Upon issuance of the Notice of Intent to Award, all IFBs become public information. The release of information by the SFA is subject to Iowa Code Chapter 22 or other applicable laws. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a IFB. The SFA will treat all information submitted by a vendor as public information unless the vendor properly requests that information be treated as confidential at the time of submission.

Any request for confidential treatment of information must be included in the transmittal/cover letter with the vendor's bid. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and must explain why disclosure is not in the best interest of the public. The request must include: the name, the address, and telephone number of the person authorized by the vendor to respond to any inquiries by the SFA concerning the confidential status of the materials.

An entire IFB cannot be marked confidential. Only those sections that meet the criteria in Iowa Chapter 22 or other applicable laws for confidentiality may be marked and treated as confidential information.

2.10 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.

2.11 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 requests 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 submitting a bid with missing or inaccurate pricing information on the *Official Pricing Spreadsheet* may be ineligible for evaluation and selection for an awarded contract.

Erasure or the use of typewriter correction fluid on the IFB is not acceptable. Prior to submission of the IFB, errors may be crossed out, corrections entered and initiated 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.

2.12 Regulations

All vendors submitting an 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.

SECTION 3: VENDOR QUALIFICATIONS AND RESPONSIBILITIES

3.1 Requirements

The SFA is looking for a Vendor to provide the Milk products (food, supplies, and services) listed in this IFB.

If the vendor is unable to provide food, supplies, and services to the SFA, the vendor must briefly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the vendor IFB may be rejected.

In case of default by the awarded contractor, the SFA, after due notice, may procure the necessary food, supplies, or services from other sources and hold the awarded contractor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).

Continuous documented instances of noncompliance with contract terms and conditions may result in termination of the contract.

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

The products and pricing of the awarded contract may be available for other SFAs or eligible entities (piggybacking), after the initial contract is awarded. By submitting a bid, the vendor agrees to make the same contract terms and conditions, products and price available to other SFAs and eligible entities. The SFA will not in any way incur any liability in relation to specifications, delivery, payment, or other aspect of purchases by any other SFA or other eligible entities.

If the value of this contract increases by *1*0% it will constitute a material change. This will require the SFA to re-bid the contract. In general, a material change can be thought of as a change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough, to the extent that had other vendors known of these changes in advance, they could have bid differently and more competitively. As such it is not expected that the total value of this IFB will increase or decrease significantly.

3.2 Federal Procurement Requirements

All vendors submitting a sealed bid agree to comply with all the required contract provisions identified in Child Nutrition Programs procurement regulations for those programs the SFA operates. The applicable regulations are [*insert* NSLP 7 CFR Part 210.21, SBP 7 CFR Part 220.16, SMP 7 CFR Part 215.14a, SFSP 7 CFR Part 225.17, CACFP 7 CFR Part 226.22, FDP 7 CFR 250, *as applicable*] and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

3.3 Business Ethics

The vendor must have a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that the 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 the 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 a 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.

3.3.1 Product Formulation Statements

The PFS must be current and accurate. Awarded contractor shall provide updated and new PFS within five (5) business days after the request is made by the SFA throughout the SY.

The PFS must be on a signed manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirements. Creditable ingredients listed in the PFS must match a description in the *Food Buying Guide for School Meals Programs*. The PFS should verify that the product's contribution to the meal pattern requirements is not greater than the serving size of the product. PFS should assure that the creditable components are in the finished product.

3.3.2 CN Labels

CN label with a watermark displaying the product name and CN number for processed products that do not have a CN Label on the product carton.

SECTION 4: FORMAT AND CONTENT OF THE BID

4.1 Instructions

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

4.2 Format

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

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

4.2.3. All information should be presented in the same order and format as described in IFB section

4.2.4. For clarity, the vendor’s name should appear on every page, including Attachments.

4.2.5. One original of the IFB will be submitted to the Issuing Officer in a clearly labeled envelope. The original will be labeled “original” and the copy labeled “copy.” The *Official Pricing Spreadsheet* Attachment Bid Cover Letter

Vendors will need to complete a “Bid Cover Letter.” The letter shall be signed by an individual authorized to legally bind the vendor. The letter shall include:

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

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

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

The vendor shall specifically agree that the bid is predicated upon the acceptance of all terms and conditions stated in this IFB. However, if the vendor objects to any term(s) or condition(s), the vendor must specifically refer to the page(s) and section(s) clearly identifying the term and condition they object and include a statement recommending term(s) and condition(s) the vendor would find acceptable. Rejection in whole or in part to the Terms and Conditions may be cause for rejection of a vendor’s bid.

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.

4.2.1 Table of Contents

The vendor may include a Table of Contents.

4.2.2 Acknowledgement

The vendor certifies that the contents of the IFB submitted on behalf of the vendor are true and accurate.

4.2.3 Official Pricing Spreadsheet

Product Volume Estimates: All volume estimates provided in this IFB are based on historical usage data of SFA. While good faith efforts are made in providing the quantities listed in this IFB, quantities are for estimation and planning purposes only. The accuracy of the product volume estimates may be affected by a number of factors including but not limited to availability of Federal funds and other subsidies, student preferences, budgetary constraints, and product prices, changing market conditions, product unavailability due to manufacturer discontinuance, or unintentional errors or omissions. The listed quantities are subject to change, with no guaranteed minimum order implied by this request for IFB.

4.2.4 Suspension and Debarment Certification

Attachment Click here to enter text.

4.2.5 Certification of Lobbying

Attachment Assurance of Civil Rights Compliance

Attachment Click here to enter text.

4.2.6 Food Safety and Quality Control Plan

Attachment *Certification Statement Regarding Food Laws* The awarded vendor shall operate in accordance to industry standard Hazard Analysis Critical Control Points (HACCP) procedures that are in compliance with federal regulations for safe food handling and quality assurance practices. The SFA may inspect the awarded vendor facilities and vehicles.

4.2.7 References

Attachment The vendor shall submit three (3) references, including state and local agencies with whom the vendor has applicable business experience with. The following must be listed for each reference:

- Contact Name
- SFA Name
- Phone Number
- Electronic Mail Address

4.2.8 Assurance of Non-Collusion or Certificate of Independence

Attachment The vendor assures that this IFB has been prepared independently. The vendor assures that any business entity represented by the vendor has not received compensation for participation in the preparation of any specifications, or General Terms and Conditions, and prices related to this IFB.

Neither the vendor, nor any business entity represented by the vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws with regard to this IFB.

4.2.9 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.

SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Precedence for Contract Documents

Upon notification of Intent to Award, this IFB shall constitute the contract between the SFA and selected vendor. This awarded contract will represent the contractual requirements listed in this IFB, amendments to this IFB, and selected vendor bid. Failure to execute the contract will disqualify awarded vendor and the next responsive and responsible vendor with the next highest scoring points will awarded a contract. The SFA has full responsibility for ensuring that the terms of the contract are fulfilled.

Once bids are opened they become the property of the SFA and will not be returned.

5.2 Appropriated Funds

Any and all payments to the vendor are dependent upon and subject to the availability of funds to the SFA for the purpose set forth in this agreement. In the event no funds or insufficient funds are appropriated for payments due under a contract made pursuant to this IFB, the SFA shall immediately notify the vendor awarded the contract of such occurrence but the SFA shall have no further obligation.

5.3 Contract Period

The contract period will begin July 1, 2026 and continue for twelve (12) consecutive months ending June 30, 2027.

5.4 Contract and Price Renewal/Extension

The SFA intends to award a contract for a one (1) year period. The SFA will have the option for two (2) one-year renewals by mutual agreement of the SFA and the vendor.

Contract renewal shall be based on:

9. Price
10. Customer satisfaction with product
11. Customer service

At time of renewal, the vendor may petition the SFA for a price increase of products. The petition shall be submitted in writing at least sixty (60) days before the proposed effective date of price increase. Petitions must include supporting documentation for proposed price increase using the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Bureau of Labor, Bureau of Labor Statistics.

5.5 Contractor Responsibility

The awarded vendor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in this IFB, the vendor's response to the IFB, and the resulting contract. Following execution of the contract, the vendor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

5.6 Contract Termination

Except as otherwise provided within the Terms and Conditions of this IFB and per Child Nutrition Programs procurement regulations, the resulting contract may be terminated in whole, or in part, by either the SFA or the vendor for any reason including in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party; provided that:

- A written notification (delivered by certified mail, return receipt requested) of intent to terminate is given at least thirty (30) days prior to the effective date of such action.
- The party terminating the contract provides the party to be terminated a reasonable opportunity to rectify the defects in products or performance, prior to termination.

The SFA may terminate the contract due to noncompliance and nonperformance with Federal and State regulations, effective immediately after written notification by the SFA to the awarded contractor.

5.7 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 financial or other tangible personal interests that conflict with the ethics and

standards of business conduct of the vendor.

5.8 Buy American

The vendor will comply with the Buy American provision. The Buy American Provision in Section 12(n) of the NSLA requires SFAs to purchase, to the maximum extent practicable, domestic commodity or product. This provision supports American agriculture. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown.

5.9 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:

vii. Provide equal opportunity to all qualified persons, to prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.

viii. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

ix. 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.

5.10 Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

The vendor is required to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5.11 Energy Policy and Conservation Act (42 U.S.C. 6201)

The vendor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5.12 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).

1.1 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.

1.2 Food Recall

The awarded vendor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The vendor should have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA site(s) in an expedient, effective, and efficient manner. The awarded vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

1. The awarded vendor will provide procedures for Special Orders.

5.16 Substitutions

5.17 All substitutions require the prior approval of the SFA Nutrition Director or designated authority. If the awarded contractor is temporarily out of stock of a particular item, an equal or superior item may be delivered. Approved substituted items still reduce the awarded vendor's fill rate

5.18

In the event of significant price escalation, the SFA, at its sole discretion, may discontinue purchase of an item. The awarded vendor may suggest to the SFA Nutrition Director or designated authority acceptable substitutions at equal or lower price.

The awarded vendor will notify the SFA at least thirty (30) days prior if there is a product discontinuance, or changes in manufacturer/packer, pack size, and other product

changes. The awarded vendor will coordinate an acceptable product transition with the SFA. A copy of the manufacturer's notification notice may be requested by the SFA.

Food product substitutions must meet the Buy American Provision. The awarded vendor will notify and require prior approval of the SFA Nutrition Director or designated authority if non-domestic food products will be substituted. The SFA will maintain documentation for prior approval of non-domestic food product which will include alternative considerations prior to approving a non-domestic product and reasons for making exceptions to purchasing a domestic agricultural product. The two exceptions for the purchase of non-domestic agricultural products are:

1. The food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product is "significantly higher" than the non-domestic product. The SFA has the discretion to determine the amount or percentage that is considered "significantly higher."

5.19 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.

5.20 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:

Cari Aylsworth
300 Garfield St. SW, Bondurant, IA 50035

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.

5.21 Indemnification

Awarded vendor shall indemnify participating SFA from and against any and all claims, demands lawsuits, liabilities, judgments, and expenses (including attorney fees and other

costs of litigation) arising out of or relating to injuries, disease, or death of persons or damages to or loss of property resulting from or in connection with the negligent performance of this contract by the vendor, its agents, employees, or one for whom the vendor is responsible. The vendor liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities, and liabilities are assumed by the vendor under this paragraph shall not extend to any liability caused by negligence of the participating SFA or its employees.

5.22 Force Majeure

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Contract or participating SFA.

5.23 Record Keeping Requirements

By responding to this IFB, the vendor awarded the contract understands that the participating SFA, the U.S. Department of Agriculture, the Bureau, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the vendor(s) awarded the contract must provide all documents necessary for an independent auditor to conduct the participating SFA's single audit.

The vendor awarded the contract must retain all pertinent records identified by source, type, and category for a minimum of three (3) years after the participating SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

SECTION 6: AWARD AND POST AWARD

6.1 Notice of Intent to Award

The SFA will issue a Notice of Intent to Award letter to the selected vendor whose bid will be recommended to the School Board of Directors for award of a contract. The contract will be final when approved by the SFA Board of Directors.

6.2 Award

The chairman of the SFA Board of Directors shall affix his/her signature on the *Cover Page* and collectively this IFB and the vendor bid to this IFB shall become the contract and shall represent the entire agreement between the SFA and the awarded vendor.

Bid Cover Letter

«AddressBlock»

Re: IFB # Click here to enter text.

Dear Click here to enter text.

Thank you for the opportunity to respond to the Invitation for Bid IFB # Click here to enter text.

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

Insert: first and last name, email address, contact phone number, and vendor fax number

Click here to enter text. has received the full copy of IFB # Click here to enter text. as well as the SFA's responses to vendor questions and all addenda.

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

Thank you.

Name: Click here to enter text.

Title: Click here to enter text.

Attachment Click here to enter text.
Acknowledgement

Date: Click here to enter a date.

Click here to enter text.
«insert address»

Re: Invitation for Bid for Click here to enter text. (*insert milk or bread)* IFB # Click here to enter text.

Dear Click here to enter text. ,

I certify that the contents of this sealed bid submitted on behalf of Click here to enter text. (vendor) in response to Invitation for Bid IFB # Click here to enter text., are true and accurate. I certify that Click here to enter text. (vendor) has not made any knowingly false statements in its bid and that I, the undersigned, have the authority to represent this company and submit this bid.

Sincerely,

Name: Click here to enter text.

Title: Click here to enter text.

Attachment Click here to enter text.

Suspension and Debarment Certification

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Form AD-1047 (1/92)

Instructions for Certification

1. 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", “debarred”, "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Form AD-1047 (1/92

Attachment Click here to enter text.

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 Click here to enter text.

Certification Regarding Food Laws

Date: Click here to enter a date.

Click here to enter text.
«insert address»

Re: Invitation for Bid for Click here to enter text.(*insert* Milk or Bread) IFB # Click here to enter text.

Dear Click here to enter text. ,

By submission of a bid in response to the Click here to enter text. Invitation for Bid IFB # Click here to enter text. , the undersigned certifies the following:

1. The vendor has a Hazard Analysis Critical Control Point (HACCP) and Food Defense Plan on file. At a minimum, these plan include, but are not limited to:
    i. Having a product traceability system in place from receipt to delivery to designated delivery site.
    ii. Documentation of conducting a mock recall for product once per year.
2. The vendor will provide the School Food Authority (SFA) representatives 24/7 accessibility in the event of a USDA Recall. Indicate the vendor authorized staff and back-up staff name and contact information.
3. The vendor has a public notification capability on their website to provide updates on USDA Food Recall information or
4. The vendor will provide a communication plan to the school district for food recall with these bid documents.

_____	_____	_____
Signature of Vendor's Authorized Representative	Title	Date

Attachment Click here to enter text.

Acceptance of Terms and Conditions

Click here to enter a date.

«AddressBlock»

Re: IFB # Click here to enter text.

Dear Click here to enter text.

Click here to enter text. (vendor) accepts all the Terms and Agreement of IFB # Click here to enter text.

Thank you.

Sincerely,

Name: Click here to enter text.

Title: Click here to enter text.

Attachment Click here to enter text.

References

Date: Click here to enter a date.

Click here to enter text.
«insert address»

Re: Request for Invitation for Bid for Click here to enter text.(*insert* Milk or Bread) IFB # Click here to enter text.

Dear Click here to enter text. ,

B. By submission of a bid in response to the Click here to enter text. Invitation for Bid IFB # Click here to enter text. , 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.

C. 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.

_____	_____	_____

Signature of School Food Authority's Authorized Representative Title Date

NOTE: Accepting a vendor's bid does not constitute award of the contract.

Attachment Click here to enter text.

SFA Delivery Locations

SFA DELIVERY LOCATIONS

Click here to enter text.[*insert* SFA name]

Delivery Location	[*insert* school name]Click here to enter text. Street:Click here to enter text. City/State/Zip Code:Click here to enter text.
Delivery Frequency	[*insert* days/times]Click here to enter text.
Delivery Type	Example: Tailgate (to the end of the truck) In-house (in the door) or full-service
Preferred Days of the week	[*insert* days preferred]
Preferred Times for Delivery	[*insert* times preferred]
School Contact for Ordering	[*insert* contact person name and preferred method of contact [*insert* cell phone or email]
School Contact for Billing	[*insert* contact person name and preferred method of contact [*insert* cell phone or email]

Attachment Click here to enter text.

Certification Regarding Lobbying

Certification Regarding Lobbying
[*SFA Name*]
Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____
_____
_____
Name/Address of Organization

_____
Name/Title of Submitting Official
Signature_____ Date_____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered
   Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks :Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal
   Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First
    Name and Middle Initial (MI).

11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. **Type of Federal Action:** a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	3. **Report Type:** a. initial filing b. material change **For Material Change Only:** Year _____ quarter _____ Date of last report _____

4. **Name and Address of Reporting Entity:** ___ Prime ___ Subawardee Tier ___ , *if known:* **Congressional District,** *If known:*	5. **If Reporting Entity in No. 4 is a Subawardee,** Enter Name and Address of Prime: **Congressional District,** *If known:*
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. **Federal Action Number,** *If known:*	9. **Award Amount,** *If known:* $
10. **a. Name and Address of Lobbying Registrant** *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(Including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: _____ Title: Telephone No.: _____ Date: _____

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