



June 8, 2026

**INVITATION FOR BID FOR PRODUCE ITEMS
2026-2027 SCHOOL YEAR**

Papillion La Vista Community Schools requests sealed bid pricing for produce items for the period from August 3, 2026, to July 31, 2027. Questions concerning this bid should be directed to Julie Denker, Director of Food Service, 402-537-6250. Please review the bid conditions thoroughly, particularly as they relate to deliveries and the strict new federal procurement mandates.

The school district will participate in the Department of Defense Fresh Fruit and Vegetables Order Receipt System (Favors) for the 2026-2027 school year. All estimated quantities listed are total amounts that we expect to use, including items that may be obtained through the DOD Favors.

All deliveries of produce are to be F.O.B. to our district locations as listed under item 3 of the Produce Bid Conditions. Deliveries are to be coordinated through the office of Food Service. Anywhere from one to three deliveries per week will be required at each site. If a minimum order is required to honor bid or any other special conditions affect your bid, this information must be submitted with the bid.

Sealed bid quotations are to be delivered in an envelope marked 'Produce Bid' or mailed to Julie Denker, 420 South Washington, Papillion, NE 68046 **on or before 2:00 P.M. on Thursday, June 25, 2026**, at which time a public opening will be held at the Central Office Conference Room.

On behalf of Papillion La Vista Community Schools, I thank you for your consideration of this bid invitation.

Sincerely,

Julie Denker

Julie Denker
Director of Food Service

PAPILLION LA VISTA COMMUNITY SCHOOLS FOOD SERVICE

SECTION I: GENERAL PRODUCE BID CONDITIONS

1. Bid Period & Delivery Framework

- **Term:** The bid covers the period of August 3, 2026, to July 31, 2027.
- **F.O.B. Designation:** All deliveries must be Free on Board (F.O.B.) to our specific district locations. Pricing must include all delivery costs.
- **DOD Favors Program:** The district will participate in the Department of Defense Fresh Fruit & Vegetables Order Receipt System (Favors) for the 2026-2027 school year. Estimated quantities listed include items that may be filled through DOD Favors.
- **Frequency: Part I & Part II:** Secondary sites require 1 to 3 deliveries per week. **Part III (FFVP)** requires 2 deliveries per week (up to 5 elementary schools, TBD).
- **Vendor Imposed Bid Conditions:** If any special conditions affect the vendor's bid, including but not limited to minimum orders, fuel surcharges, etc., these conditions must be submitted in writing at the time of the bid submission. Any conditions or fees not declared at the time of the bid opening will be considered null and void and will not be honored by the district.
- **Fuel Surcharge Allowances:** All fuel surcharge proposals must be submitted by vendors with their bid. Proposals must outline specific rates and detail how they will be charged. Fuel surcharges not submitted and approved at the time of the bid will not be paid by the district.

2. Delivery Locations & Time Windows

Deliveries are listed in the preferred order and prices must include delivery to the following locations at the following times below:

LOCATIONS FOR PARTS I & II

La Vista Middle School
7910 Edgewood Blvd
La Vista, NE 68128

TIME

Between 6:30 A.M. – 7:30 A.M.

Papillion – La Vista South High
10799 Highway 370
Papillion, NE 68046

Between 6:30 A.M. – 7:30 A.M.

LOCATIONS FOR PARTS I & II, cont.

TIME

Liberty Middle School
10820 Wittmus Drive
Papillion, NE 68046

Between 6:30 A.M. – 7:30 A.M.

Papillion Middle School
423 South Washington Street
Papillion, NE 68046

Between 7:30 A.M. - 9:30 P.M

Papillion - La Vista Senior High
402 Centennial Road
Papillion, NE 68046

Between 7:30 A.M. - 9:30 A.M.

LOCATIONS FOR PARTS III

TIME

To be determined based on grant funding

Prior to 10:00 A.M.

3. Structure of Bid Awards

The District will evaluate and make awards in the best financial and operational interest of the school district.

- **Part I & II:** Awarded to a single vendor on an “**all-or-none**” basis. Bidders must explicitly state if any items in Part I (firm pricing) require cost-plus pricing instead.
- **Part III:** Awarded to a single vendor on an “**all-or-none**” basis, contingent upon the district receiving federal Fresh Fruit and Vegetable Program (FFVP) grand funds.
- **Tie Breaker:** In the event of an exact mathematical tie following analysis, a random drawing will determine the winner.

4. Invoicing, Pricing, and Payments

- **Invoice Requirements:** Every delivery must include an itemized invoice detailing product name, item number, quantity delivered, unit price, total item price, and invoice total. All invoices must be signed by an authorized district employee upon receipt.
- **Price Lists:** *Beginning immediately upon award of the bid, vendor must provide weekly price lists for items listed in Part II of the bid as well as items from Part I for which cost plus pricing was submitted along with other produce items that the vendor has available.* These other items include seasonal produce items that have not been included in this bid which the vendor wishes to make available to the school district.

- **Pricing Errors:** It is the responsibility of the vendor to make sure Invoice pricing is consistent with bid pricing. The District reserves the right to short-pay invoices containing errors or hold payment until an electronic credit memo is received at grace.tingstad@plcschools.org or mailed to the attention of the Director of Food Service, Papillion La Vista Community Schools, 420 South Washington, Papillion, NE 68046. Sending credit memos directly to schools will delay payment of invoices to which they relate.
- **Payment Terms:** Payments are processed from invoices received by the 25th of a calendar month, following Papillion La Vista Community Schools Board of Education approval on or about the 15th of the subsequent month.
- **Audit Rights:** The district reserves the right to request vendor invoices and cost documentation for cost-plus items (Part II) at any time. The vendor agrees to provide these documents in a timely manner as requested.
- **Act of God Clause:** Bidders may petition for temporary price modifications for weather or nature-related crises. The district reserves the right to modify quantities or substitute items during these periods. The successful bidder agrees to provide the affected product at the original bid price when market conditions return to normal.

5. Product Specifications and Operations

- **Pack Size:** Any variation from the requested pack size must be explicitly noted in the bidder's comment column.
- **Grade Substitutions:** No substitutions for the mandated USDA product grade are allowed without prior written consent from the Food Service Director.
- **Sanitation and Facility Inspections:** The vendor agrees to comply with all local, state, and federal standards of sanitation in their operations. The district reserves the right to inspect the vendor's storage and operational facilities at any time during the contract period.
- **Temperature Control & Storage:** All refrigerated goods must be stored, handled, and delivered at appropriate food safety temperatures.
- **HACCP Delivery Inspections:** The district will actively inspect delivery trucks and incoming products at the time of drop-off as outlined in the district Hazard Analysis Critical Control Point (HACCP) plan. The vendor agrees to cooperate fully with such inspections and immediately make any necessary operational corrections resulting from them. Deliveries showing evidence of temperature abuse, pest activity, damage, or short shelf-lives will be rejected at the vendor's expense.

- **Individual Produce Stickers:** All produce is to be delivered with PLU stickers completely removed from individual produce items. If this cannot be done due to packing limitations, the vendor must explicitly state this exception in writing at the time of the bid submission.
- **Sample Submissions:** The Director of Food Service reserves the right to call for samples of bid items to ascertain whether a given product is acceptable. All such samples should be submitted to the Director of Food Service at the specific time and place agreed to with the vendor. All samples must be clearly marked with the vendor's name, item description, and pack size.
- **Cancellation of School:** No deliveries will be taken when school is canceled due to snow or other reasons. Vendors are responsible for obtaining cancellation information through local television or radio stations in the event of bad weather. Vendors will be contacted about rescheduling the deliveries for another day. Orders may need to be altered, reduced, or canceled due to the cancellation of school at the discretion of the school district. Deliveries will be accepted on late-start days.

SECTION II: USDA “BUY AMERICAN” PROCUREMENT MANDATES

The Buy American provision (7 CFR Part 210.21(d)) requires the School Food Authority (SFA) to purchase domestic commodities and products to the maximum extent practicable.

1. Domestic Standards

- **Fresh / Frozen Produce:** Must consist of **100% U.S. grown raw crops**.
- **Processed / Minimally Processed Produce:** Must be processed within the United States, and over **51% of the final product** by weight or volume must consist of domestically grown agricultural commodities. U.S. territories include Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands.

2. Mandatory Restrictions & 10% Spending Cap

To maintain absolute compliance with federal spending limitations, the SFA strictly tracks non-domestic food expenditures against a **10% annual commercial food spending ceiling**.

- **Pre-Bid Exception Allowances:** Bidders should base their initial bid pricing on domestic products. If a product is completely unavailable from domestic sources at the time of the bid opening (e.g., bananas), the vendor must complete Section 2 of the *Verification Form* with their bid submission. Anticipated non-domestic pricing may be estimated based on current market trends.
- **Dynamic In-Contract Exceptions:** The district recognizes that fresh produce availability fluctuates rapidly in the Midwest. If a domestic product becomes commercially unavailable or cost-prohibitive mid-contract due to seasonal shifts, the awarded vendor may request a temporary seasonal exception.
- **Market Justification Requirement:** To request a seasonal mid-contract exception, the vendor must notify the Food Service Director via email at least **five (5) business days prior to delivery**. The request must include documentation from a reliable market source, such as the **USDA Agricultural Marketing Service (AMS) Weekly Market Report**, confirming the domestic shortage or extreme price spike.
- **Conditional Approvals:** Temporary exceptions will be reviewed on a week-to-week basis. Approved non-domestic deliveries will be closely tracked by the SFA to ensure the district remains safely below its federally mandated **10% annual commercial food spending ceiling**. Unapproved non-domestic substitutions delivered without prior written notice will be rejected at the dock.
- **Weekly Compliance Reporting:** The awarded vendor **must** provide a weekly electronic purchase report separating domestic and non-domestic produce items. This report must track item names, total quantities, dollar volumes, and the declared country of origin.

3. Locally Grown Definition & Sourcing Statement

Vendors are asked to submit information regarding which items they are bidding, if any, which will be locally sourced throughout the school year. "Locally grown" food is defined using the Nebraska Department of Education (NDE) criteria: **items must be grown and harvested within the State of Nebraska or within a 400-mile radius of the delivery destination.** Bidders must document their seasonal compliance using the tracking chart provided in Section IV.

SECTION III: LEGAL & FEDERAL CERTIFICATIONS

1. TAX EXEMPT STATUS

The Papillion La Vista School District is a tax-exempt organization (Exemption No. 05-0601969). Vendors are not to include any local or state taxes in bid prices.

2. FEDERAL EXCISE TAX

Papillion La Vista Community Schools, a governmental subdivision, is exempt from the payment of Federal excise tax. Bidders should exclude excise tax on all taxable items in their bid submissions. A Federal Excise Tax Certificate will be furnished for all taxable items. Please indicate on your bid the items requiring the exemption certificate.

3. EQUAL OPPORTUNITY

Papillion La Vista Community Schools is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants and does not discriminate against any employee or applicant for employment, and/or any contractor or subcontractor by reason of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, disability, or other protected status. Vendor agrees, by signing this Proposal, to actively continue and implement this policy throughout any awarded project or contract.

4. CIVIL RIGHTS

The successful bidder agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Papillion La Vista Community Schools receives federal financial assistance from the department; and hereby gives assurance that the successful bidder will take any measures necessary to effectuate this agreement. The successful bidder further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

5. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

As required by 2 C.F.R. 200.321, it is the intent of Papillion La Vista Community Schools to provide the maximum practical opportunities in its solicitations to small businesses, minority firms, women's enterprises, and labor surplus area firms.

6. LAWS AND REGULATIONS

The selected Vendor and all employees, agents or independent contractors shall be at all times be fully licensed and authorized under all state and federal law to provide the contracted products/services and shall all at all times comply with rules and regulations when providing contracted products/services. The selected Vendor shall also comply with all Papillion La Vista Community Schools policies, rules, regulations, practices, directives, and procedures applicable to any of the contracted products/services.

7. EXCLUSION OF PERSONS WITH CRIMINAL RECORDS

Papillion La Vista Community Schools requires that firms agree to not assign any individual or agent to any work on an awarded project, requiring work on a PLCS school site, with a criminal record of a serious nature as defined by PLCS policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness.

The Vendor shall certify that it shall not assign any individual or agent to work on any PLCS property with a criminal record of a serious nature as defined by PLCS policy, regulations, practices or directives. Vendor authorizes and gives consent and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by the Vendor in the performance of the contract. Vendor authorizes and gives consent and agrees to cooperate in obtaining any additional background check authorization or consent necessary to assure compliance with this requirement.

8. ASSURANCE OF NON-COLLUSION

The bidder's submission of its bid response is the bidder's representation and guarantee to the Papillion La Vista School District that the prices quoted have been arrived at without collusion with any other eligible bidders and without an attempt to preclude Papillion La Vista School District from obtaining the lowest possible competitive price, influencing the prices quoted by any other eligible bidder or discouraging other potential bidders from bidding.

9. ASSIGNMENT OF CONTRACT

Successful bidder shall not assign the contract to another vendor without prior consent of the School District.

10. SUBCONTRACTING

If the vendor intends to subcontract any part of the contract or services, it is the vendor's responsibility to supervise the subcontractor's performance and to ensure that the subcontractor meets all bid requirements. Failure to do so may result in termination of the bid.

11. FAILURE TO PERFORM

In the event the successful bidder fails to perform in good faith or in accordance with the terms and conditions of this bid, the bid shall be terminated, and the School District may award the bid to another vendor.

12. OWNER'S RIGHTS

The School District reserves the right to accept or reject any or all bids and any part thereof and to waive all technicalities. Awards will be made in the best interest of the District.

13. DEBARMENT CERTIFICATION-COMPLETION OF DOCUMENT REQUIRED

Vendors must submit a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions form with their bid. Refer to attached form and instructions.

14. CERTIFICATION REGARDING LOBBYING-COMPLETION OF DOCUMENT REQUIRED

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Refer to the form included.

SECTION IV: PRICING SCHEDULES & REVENUE ANALYSIS

1. General Pricing Instructions

- **Completeness:** Bidders must fill out every cell within the assigned column blocks for the parts they are contesting. Blanks or incomplete rows may result in the bid being disqualified as non-responsive.
- **Inclusion of Delivery Costs:** All unit prices entered must represent the final delivered price (F.O.B. Destination) to the Papillion La Vista Community Schools drop sites. No additional fuel, freight, or handling fees will be paid.
- **Country of Origin Declaration:** In strict compliance with the **USDA Final Rule (7 CFR Part 210.21(d))**, the bidder **must** declare the country of origin for every item listed. Leaving the "Country of Origin" column blank will void the pricing line item.

2. Market Fluctuations & Split Pricing Models

- **Part I (Firm Pricing):** Prices quoted in Part I must remain fixed and valid for the entire contract period from August 3, 2026, through July 31, 2027.
- **Part II (Cost-Plus Pricing):** Prices quoted must reflect the true supplier invoice cost on the date of bid submission. The standard case markups declared below the table will remain locked for the duration of the contract. The SFA reserves the right to review the vendor's primary supplier books with a 48-hour electronic notice to verify accurate cost applications.
- **Part III (Fresh Fruit & Vegetable Program):** Portion-count pricing must be fixed per serving. Items supplied under this track will heavily influence the SFA's local sourcing quotas. Bidders should prioritize regional items matching the definition in Section II, Paragraph 3.

3. Non-Domestic Caps and Rejections

Any line item carrying a non-domestic country of origin designation will automatically be evaluated against the SFA's **10% annual commercial food spending ceiling**. If the SFA determines that accepting the imported item pushes the district over its federal allowance, the SFA reserves the right to strip that item from the award and purchase the domestic alternative from an alternative source.

**Papillion La Vista Community Schools
Invitation for Bid Signature Page**

Date Issued: June 8, 2026

Title of Bid: Produce

Time and Date Due: 2:00 P.M. on Thursday, June 25, 2026

Mail Sealed Bid To:

Julie Denker
Director of Food Service
Papillion La Vista Community Schools
420 South Washington Street
Papillion, NE 68046

Refer to the enclosed Bid conditions. Quantities listed are based on past usage and future menu estimates are not to be construed as minimum or maximum amounts. These quantities are estimated annual or weekly usage as stated and include items that may be obtained through the Department of Defense Fresh Fruit and Vegetables Order Receipt System (Favors).

Submitted By:

Company Name

Address

Printed Name

Signature

Phone Number

E-mail address

PART I: FIRM BID PRICING

Quantities are annual estimates and include potential DOD Favors volumes. Bidders must complete every column.

Item Description	Pack Size	Est. Quantity	Firm Unit Price (\$)	Declared Country of Origin	100% Domestic Crop? Y/N	Exception Form Attached? Y/N
Apple, Fuji	100-125 ct 40#	115				
Apple, Gala	100-125 ct 40#	215				
Apple, Golden Delicious, Fancy	100-113 ct 40#	125				
Apple, Granny Smith, Fancy	100 ct	250				
Apple, Pink Lady (113 ct/40#)	113 ct 40#	200				
Apple, Red Delicious, Fancy	125 ct 40#	300				
Apple, Red Delicious, Fancy (175 ct)	175 ct	40				
Bananas - To be delivered at stage of ripeness requested by school	100 ct/40#	1575				
Broccoli Florets	3#	180				
Broccoli Florets	4/3#	225				
Cabbage, Dry Slaw Mix with Carrots	5#	10				
Carrots, Slims	5#	65				
Carrot Baby Slim Cut	4/5#	600				
Cauliflower Florets	3#	15				
Cauliflower Florets	2/3#	320				
Celery, Diced 3/8"	4/5#	10				
Celery Sticks, School Cut	5#	685				
Coleslaw Mix	1/5#	150				
Cucumbers	5#	1525				
Cucumber, Bushel	40-45#	15				
Lettuce Head Cello	3 ct	90				
Lettuce, Romaine Chopped	2#	175				
Lettuce, Romaine Chopped	6/2#	285				
Lettuce, Shredded 1/8"	5#	105				
Lettuce, Shredded 1/8"	4/5#	60				
Orange, Choice	88 ct/35#	630				
Radish, Cello	1#	950				
Spinach	2.5#	115				
Spinach	4/2.5#	85				

PART II: COST-PLUS PRICING

Do not include your markup in the "Cost" column. State your case markups clearly below the table. The School District reserves the right to review successful Bidder invoices at any time to verify cost. Quantities listed are estimated annual quantities based on past usage and are not to be construed as minimum or maximum amounts. **These quantities include items that may be obtained through the Department of Defense Fresh Fruit and Vegetables Order Receipt System (Favors).**

Item Description	Pack Size	Estimated Quantity	Cost (\$) (Not Including Dollar Markup)	Declared Country of Origin
Cantaloupe	30#	485		
Celery	3 ct	70		
Cilantro	5 ct	60		
Clementines	30#	140		
Grapes, Red Seedless	18#	130		
Grapes, Lunch Bunch	18#	1450		
Grapes, Green	18#	Limited		
Honeydew Melon	6 ct	175		
Honeydew Melon	12 ct	Limited		
Kiwi, Bulk	20#	185		
Mushrooms, Medium	5#	30		
Nectarines	48-50 ct	Limited		
Onion, Yellow, Diced	5#	20		
Onion, Red, Medium size	5#	45		
Onion, Yellow, Medium size	5#	60		
Pear Bartlett	100-125 ct	185		
Peaches	48-50 ct	Limited		
Pepper, Green Sweet	5#	650		
Pepper, Red Sweet	5#	120		
Potato, Baker	100 ct/50#	30		
Strawberries	8/1#	Limited		
Tomato, 6 X 6	2 layer/25#	20		
Tomato, Diced	5#	70		
Tomato, Large	1/10#	40		
Tomato, Cherry/Grape	12 pt	700		
Watermelon, Seedless, 12-14# Average	Each	250		

Dollar Markup per Standard Case \$ _____

Dollar Markup per Broken Case \$ _____

Exceptions or additional bid requirements:

SECTION V: VERIFICATION FORM TO SUPPORT USDA BUY AMERICAN REQUIREMENTS

To be considered for an award, vendors must certify the percentage of U.S. agricultural product content in products to be supplied. Papillion La Vista Community Schools reserves the right to disqualify any product if the vendor is unable or unwilling to provide certification.

SECTION 1: DOMESTIC PRODUCT CERTIFICATION

(Complete this section for all items that comply with the Buy American Provision. Fresh produce items must consist of 100% domestic raw crops).

I, _____, certify that our company, _____, will supply items containing at least 51% U.S. agricultural product content (and 100% domestic raw crops for fresh/frozen produce).

By checking this box, the vendor certifies that the "Country of Origin" column filled out on the official bid price sheets (Parts I, II, and III) serves as our official line-by-line domestic certification: **YES**

**Return to: Julie Denker, Director of Food Service, Papillion La Vista Community Schools
420 South Washington Street, Papillion, NE 68046**

SECTION 2: NON-DOMESTIC BUY AMERICAN EXCEPTION REQUEST
(Complete a separate block for each item requiring an exception. Duplicate as needed.)

- **Product Name & Brand:** _____
- **Declared Country of Origin:** _____
- **Reason for Request (Check one):**
 - **a. Market Unavailability:** Product is not grown or manufactured in the U.S. in sufficient, stable, or reasonable quantities of acceptable quality.
 - **b. Prohibitive Cost:** Domestic options cost significantly more than imports. (MUST ATTACH CURRENT USDA AGRICULTURAL MARKETING SERVICE MARKET DATA).

SECTION 3: VENDOR SIGNATURE AND AUTHORIZATION

By signing below, the vendor acknowledges that all approved exceptions will be calculated toward the SFA's federally mandated 10% annual commercial non-domestic spending ceiling and agrees to provide the mandatory weekly electronic purchase reports tracking country-of-origin data.

Authorized Printed Name

Position / Title

Authorized Signature

Date

**Return to: Julie Denker, Director of Food Service, Papillion La Vista Community Schools
420 South Washington Street, Papillion, NE 68046**

SECTION VI: REQUIRED COMPLIANCE SIGN-OFFS

1. 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, Participant's 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
ON THE FOLLOWING PAGE)**

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

By signing below, the prospective lower tier participant certifies 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 CFR 200.214).

Organization Name

Name and Title of Authorized Representative

Signature

Date

**Return to: Julie Denker, Director of Food Service, Papillion La Vista Community Schools
420 South Washington Street, Papillion, NE 68046**

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this 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 which 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 tier 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 tier 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 it 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 Nonprocurement 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.

2. CERTIFICATION REGARDING LOBBYING

The undersigned, on behalf of the Vendor, 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 Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Company Name

Name and Title of Authorized Representative

Signature

Date

**Return to: Julie Denker, Director of Food Service, Papillion La Vista Community Schools
420 South Washington Street, Papillion, NE 68046**

