

DUBUQUE COMMUNITY SCHOOL DISTRICT

Food and Nutrition Services
2300 Chaney Road
Dubuque, IA 5201

REQUEST FOR PROPOSAL

The Dubuque Community School District invites written sealed proposals for Food and Nutrition Services related to chemical products for distribution for School Year 2018-2019: beginning July 1, 2018 and ending June 30, 2019.

The Dubuque Community School District Board of Education reserves the right to reject any and all bids, or any part thereof waive informalities, and to enter into such contract shall be deemed in the best interest of the Dubuque Community School District in Dubuque, IA.

RELEASE DATE: Monday March 26, 2018

Dubuque Community School District will release the bid document and specifications.

The complete RFP document is also available online@

<http://www.dbqschools.org/requestforproposals>

PROPOSALS DUE: Monday April 23, 2018 prior to 2:00 P.M.

Proposals must arrive on or before the published date and time. Proposals must be submitted in a sealed envelope clearly marked **Chemical Products Proposal**. Faxed proposals will not be accepted. Late proposals will be returned unopened.

All Proposals must be returned to:

Dubuque Community School District
Business Office
Attn: Kevin Kelleher
Food & Nutrition RFP
Chemical Services
2300 Chaney Road
Dubuque, IA 52001

PROPOSAL OPENING: Monday April 23, 2018 at 2:00 P.M. at Dubuque Community School District Forum Office, 2300 Chaney Road, Dubuque, IA 52001

AWARD OF CONTRACT: Monday May 14, 2018

GENERAL INFORMATION:

Direct all inquiries concerning this request for proposal to Joann Franck, Food and Nutrition Manager, through Email:

jfranck@dbqschools.org

INTENT:

It is the intent of this Request for Proposal to establish a firm fixed price contract with a vendor to provide cleaning chemicals in accordance with the specifications and any and all documents called for in this request for proposal.

The District makes no guarantee as to the quantities that will be purchased during the life of the contract. It only agrees that it will purchase each specific product from the selected vendor.

TERMS:

The term of this contract will be from July 1, 2018 to June 30, 2019. Upon satisfactory performance with mutual agreement, this contract may be extended for two (2) additional years in one (1) year increments. The extensions must be with the same conditions, specifications and discounts holding. Total possible length of this RFP is three (3) years.

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

Event	Location/Contact	Time	Date
RFP Released	Mailed/Email DCSD Website		March 26, 2018
Notice to Bidders	Telegraph Herald		April 2, 2018
Proposal Due to Dubuque Community School District	DCSD Business Office Attn: Kevin Kelleher Food & Nutrition RFP Chemical Services 2300 Chaney Road Dubuque, IA 52001	Prior to 2:00 PM	April 23, 2018
Proposal Opening	DCSD Forum Office Board Room	2:00 PM	April 23, 2018
Proposal Evaluation	N/A	N/A	April 30-May 4, 2018
Recommendation to the Board	Facilities/Support Services Committee Mtg	4:00 PM	May 7, 2018
Award	Board Meeting	5:30 PM	May 14, 2018

BASIS OF AWARD:

It is the intent of the District to award a contract based on the vendor’s qualification statement, operation plan and procedures, and the completion of chemical product worksheets as they relate to the Food Service Chemical use, for the Dubuque Community School Food and Nutrition Department. **See Attachment A through E.**

EVALUATION PROCESS/FACTORS:

Proposals will be evaluated by an Evaluation Committee based on your operation plan and procedures. This will include using the following factors, not listed in order of importance:

- A. Operational Plan and Procedures
- B. Ability to Perform Required Services
- C. Qualifications and Experience
- D. Other Factors the District Determines Relevant
- E. Cost

PRODUCT SPECIFICATIONS AND APPROVAL:

Vendors are requested to supply a complete written product specifications document for each product they are proposing. All prices will be compared on a rack or dilution ratio price. Vendor must provide the following information on the bid form (**Attachment C-1 and C-2**).

- Dilution ratio: oz. of concentrated product per gallon of water
- Cost per gallon of product diluted to manufacturers suggested dilution ratio
- Please indicate on the worksheet if the products are part of the Responsible Purchasing Network and are Green Seal Certified, EcoLogo Certified, or DfE Certified. Answer if they are fully, partly, or not implemented as certified by the DAS.
- Cost per rack based on single, double, or convey machine
- Service charges or delivery charges

VENDOR QUALIFICATIONS:

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

Vendor’s facilities and operating practices must be continuously in compliance with the United States Food, Drug & Cosmetic Act and State and Local laws.

F.O.B.:

All prices herein shall be on a F.O.B. destination basis. All prices must include delivery to the designated locations within the Dubuque Community Schools. See Exhibit A for school listings. Do not include sales tax, state or federal tax in your prices. Exemption certificates will be furnished upon request.

RIGHTS OF THE SCHOOL DISTRICT:

Rejection of Proposals

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

All proposals submitted for evaluation become the property of the School District. Vendors shall be informed in writing of the District’s award. Any proposal shall be rejected outright and not evaluated for any one of the following reasons:

- Failure to deliver the proposal by the prescribed time and date;
- Failure to include the required response form(s) signed by an officer of the company submitting the proposal;
- Failure to include any documents called for in the specifications;
- Failure to follow the proposal form instructions as specified herein.

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

ADDENDUM:

Any substantive interpretation, correction or change of the proposal documents shall be made by addendum to vendors of record. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding, and vendors shall not rely upon such interpretations, corrections or changes. All addendums shall be issued in writing within a reasonable time prior to the bid date. The Dubuque Community School District shall not be legally bound by an addendum that is not returned in writing.

CORRECTIONS OF ERRORS ON BID FORMS:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

PRICE:

The price will remain a firm/fixed contract unless the School District makes changes in writing, by altering, adding to or deducting from the scope. The contract sum will then be adjusted accordingly. The District makes no guarantee as to the quantities that will be purchased during the life of the contract.

PAYMENT TERMS:

The School District will make payments monthly based on actual invoices received in accordance with the terms of this contract. The vendor will provide the District with a usage report, by total amounts, to be completed within two weeks after each semester ends.

ORDERS AND INVOICING:

Method of distribution will be vendor-managed procurement. Vendors providing this level of service will be responsible for the replenishment of product at all sites on a weekly/monthly basis to predetermined inventory levels as established by the Kitchen Managers. The bidder will be responsible for the delivery and installation of the equipment based upon the schedule developed by the Food and Nutrition Manager. The target date for installing this equipment is **August 10, 2018**. Venders will be responsible for the installation, maintenance and service of all dispensers as outlined in the RFP. Continued inability to deliver specified products shall be cause for termination of the contract.

The vendor shall provide an individual invoice for each school and leave the original with the individual responsible for receiving products. Invoices shall show quantity, unit size, unit price, extended price, and total amount of invoice. The bidder will be required to have district staff sign for all delivered product and indicate the staff member’s name on all billing information. The original invoice is the official document used by the District for payment and shall be furnished before payment can be made.

SUBSTITUTIONS/EXCHANGES/CREDITS:

Brand name for the item proposed is expected to remain the same for the duration of the contract. Substitutions of products must be only temporary and receive prior approval of the Food and Nutrition Manager or designee.

If a product becomes unavailable for any reason, the District reserves the right to obtain that product category from another source, but prefers the vendor to provide alternative(s). All new products must be approved by the Food and Nutrition Manager prior to sale. Vendor will give prompt and full credit for all products found to be damaged or not to conform to these specifications.

MAINTENANCE SERVICE:

The vendor will be required to inspect operating conditions of all machines and dishwashing procedure in all schools once every 4 to 6 weeks throughout the school year. Special service calls at no charge will be requested for specific problems related to vendor product or equipment. At the time of each inspection, the company representative must leave a copy of the service report with the Kitchen Manger or worker at the site.

ACCEPTABILITY:

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

TERMINATION:

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

PRODUCT VARIETY:

The successful vendor must be able to provide dishwashing cleaning chemicals for both automatic and manual ware washing. The product specifications are listed on the bid worksheet form (**Attachment C-1**). The types of automatic ware washing equipment are listed on **Exhibit A**.

Vendor must have extensive experience with large food service operations. Brand name of item proposed is expected to remain constant for the duration of the contract. Note any differences in packaging sizes on the bid form, if other than that listed.

NEW PRODUCTS:

All new products must be pre-approved for use by the Food and Nutrition Manager.

PRODUCT PROTECTION GUARANTEES:

The Dubuque Community School District has an “automatic” product protection recourse against suppliers for products that are misrepresented. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. If a contract vendor is the first and original packer, he then becomes the last line of recourse in the chain. Contract vendors are expected to take immediate action to correct any situation in which product integrity is violated.

NEW DISPENSING EQUIPMENT:

Successful vendor will be required to furnish, at no additional cost to the District, the appropriate chemical dispensing units. See Exhibit A for the systems required. These must be maintained in good operating condition by the successful vendor, free of charge. This includes 1-2 hand soap dispensing units at all sites, if bid product doesn't fit dispenser currently used. Vendor must be able to provide local service to dispensing systems Monday through Friday. Dispensing units must be in schools and operable by August 10, 2018.

Successful vendor is to provide each school with written directions for dispenser and injector operation. Training of food service staff must be provided at no cost.

Fitting should be standard and fit existing drill or feeder holes. Any new or additional drilling or modification needed for mounting of dispensers of such type, other than specified, must be done only upon written approval of the Food and Nutrition Manager.

PRESENT DISPENSERS:

In the event the current provider of chemical products and services is not retained, then the dispensers presently attached to machines will be maintained until inventory of partially used, on hand product has been used and/or new equipment installed.

Any dispensers presently attached to machines must be picked up immediately by the contractor that installed the dispensers, upon notification by the Food and Nutrition Manager.

PERFORMANCE OF AWARD:

The vendor will be required to furnish all Safety Data Sheets (SDS), in accordance with the Code of Iowa 530-110.49 (88,455D) for all products classified as hazardous by OSHA standards. All SDS sheets must be provided on or before August 10, 2018.

- Safety Data Sheets (SDS) for all items; with corresponding bid line item
Please send to: Joann Franck, Food and Nutrition Services,
2300 Chaney Rd, Dubuque IA, 52001
- Provide and install the equipment necessary to dispense and monitor proper levels of product at each site prior to schools start up. Regular maintenance is expected, all such equipment shall be maintained by the vendor. Please see Exhibit A for the number and types of equipment in each building.
- Provide utensils to open industrial/commercial sized containers.
- Provide labels for products transferred to smaller containers or spray bottles.
- Provide procedure and reference manuals covering the mixing, use and application of the materials supplied to schools.
- Provide quarterly usage reports to Food and Nutrition Office.
- Conduct sanitation and safety in-service training as requested.
- Each container is to be tagged, labeled or otherwise appropriately marked with hazard warnings and the identity of hazardous chemicals contained therein, as well as the name and address of the chemical manufacturer, importer or other responsible party.

DELIVERY:

Deliveries shall be made to each participating school, as ordered, on weekdays from Monday through Friday, excluding holidays, unless otherwise specified, and at such hours as specified and arranged with the receiving school. Deliveries will not be accepted during lunch meal service (10:30 A.M. - 1:00 P.M.).

The delivery personnel should appear clean and neat. Official vendor uniform, including name badge, shall be worn on District property.

Deliveries are to be made at least once per week. Successful vendor will serve any/all schools specified by the District. The School District will give a twenty four (24) hour notice of any changes made in the schedule.

Vendor will properly rotate stock, taking back any out-dated or damaged products, with credit or equal value exchange for that product. Any full case product remaining at the end of the school year will be picked up and credited to the District.

DELIVERY FAILURES:

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

INSURANCE CLAUSE: See Exhibit B

ENVIRONMENTALLY PREFERABLE CLEANING AND MAINTENANCE PRODUCTS:

All products must conform to environmentally preferable cleaning and maintenance supplies standards per state and federal law. "Environmentally preferable cleaning and maintenance products" includes but is not limited to, cleaning and maintenance products identified by the Iowa Department of Administrative Services (DAS) and posted on the department's website <https://das.iowa.gov/procurement/agencies/green-buyer/green-clean-iowa-schools> in compliance with Iowa House file 823, whenever possible.

CLEAN AIR ACT:

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

CRIMINAL BACKGROUND CHECK/SEX OFFENDER REGISTRY:

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

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

SUSPENSION AND DEBARMENT CERTIFICATION:

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

PROCUREMENT: CERTIFICATION REGARDING LOBBYING

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

TOBACCO FREE ENVIRONMENT:

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

NON-COLLUSION:

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

GRATUITIES:

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

BUY AMERICAN:

The Buy American provision (in section 12(n) of the National School Lunch Act) requires schools to purchase, to the maximum extent practicable, domestic commodities and products. A "domestic commodity or product" means an agricultural commodity that is processed in the United States, and /or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. Bidder should be prepared to document the country of origin on products that are bid. Products which are canned or packed outside of the United States may be accepted with proof from the manufacturer that poor market conditions exist (weather, and/or supply availability of market).

TARGETED SMALL BUSINESS CERTIFICATION:

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

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

EQUAL OPPORTUNITY POLICY:

The Dubuque Community School District is an Equal Opportunity employer and pursues Affirmative Action Policies; therefore, we require that every successful vendor be non-discriminatory in their hiring practices. Compliance shall require vendors not to discriminate and, in addition, to take reasonable affirmative action to insure that members of minority groups are effectively accorded equal employment opportunities.

CIVIL RIGHTS PROVISIONS:

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

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish).

IOWA NON-DISCRIMINATION NOTICE:

It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7 and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th St., Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>

Exhibit A

Audubon Elementary School

605 Lincoln Avenue
Dubuque, IA 52001
Phone: 563-552-3300
3 Compartment Sink

Carver Elementary School

2007 Radford Road
Dubuque, IA 52002
Phone: 563-552-4500
Hobart Dishwasher MDL C44A/C44W

Fulton Elementary School

2540 Central Avenue
Dubuque, IA 52001
Phone: 563-552-3650
3 Compartment Sink

Irving Elementary School

2520 Pennsylvania Avenue
Dubuque, IA 52001
Phone: 563-552-3800
Hobart Dishwasher MDL CL44e

Lincoln Elementary School

555 Nevada Street
Dubuque, IA 52001
Phone: 563-552-4050
3 Compartment Sink

Prescott Elementary School

1151 White Street
Dubuque, IA 52001
Phone: 563-552-4200
Hobart Dishwasher MDL CRS66A-354

Table Mound Elementary School

100 Tower Drive
Dubuque, IA 52003
Phone: 563-552-4400
3 Compartment Sink

Eleanor Roosevelt Middle School

2001 Radford Road
Dubuque, IA 52002
Linda Duschen, Kitchen Manager
Phone: 563-552-5040
Hobart Dishwasher MDL CRS66A

Hempstead High School

3715 Pennsylvania Avenue
Dubuque, IA 52002
Sharon Brehm, Kitchen Manager
Phone: 563-552-5307
Hobart Dishwasher MDL FT-819-5-8-6

Central Kitchen

2300 Chaney Road
Dubuque, IA 52001
Judi Morgan, Kitchen Manager
Phone: 563-552-3239
Meiko Model B-M75 VB N22 P8

Bryant Elementary School

1280 Rush Street
Dubuque, IA 52003
Phone: 563-552-3400
3 Compartment Sink

Eisenhower Elementary School

3170 Spring Valley Road
Dubuque, IA 52001
Phone: 563-552-3500
3 Compartment Sink

Hoover Elementary School

3259 St. Anne Drive
Dubuque, IA 52001
Phone: 563-552-3700
3 Compartment Sink

Kennedy Elementary School

2135 Woodland Drive
Dubuque, IA 52002
Phone: 563-552-3900
Hobart Dishwasher MDL AM-9CT 2

Marshall Elementary School

1450 Rhomberg Avenue
Dubuque, IA 52001
Phone: 563-552-4100
3 Compartment Sink

Sageville Elementary School

12015 Sherrill Road
Dubuque, IA 52002
Phone: 563-552-4300
Hobart Dishwasher MDL AM14

Thomas Jefferson Middle School

1105 Althausen Avenue
Dubuque, IA 52001
Angel Barker, Kitchen Manager
Phone: 563-552-4716
Hobart Dishwasher MDL C44A

George Washington Middle School

51 North Grandview Avenue
Dubuque, IA 52001
Audrey Lang, Kitchen Manager
Phone: 563-552-4820
Hobart Dishwasher MDL C44A

Dubuque Senior High School

1800 Clarke Drive
Dubuque, IA 52001
Deb Ruden, Kitchen Manager
Phone: 563-552-5616
Meiko Model B-M74 V8 N22 P8

Alta Vista Campus

1090 Alta Vista
Dubuque, IA 52001
Phone: 563-552-5850
3 Compartment Sink

Exhibit B

DUBUQUE COMMUNITY SCHOOL DISTRICT MINIMUM INSURANCE REQUIREMENTS

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

Exhibit B

(Continued)

INSURANCE REQUIREMENTS: GENERAL CONTRACTORS

COMMERCIAL GENERAL LIABILITY:

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

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

Policy shall include the following endorsements:

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

Exhibit B

(Continued)

BUSINESS AUTOMOBILE LIABILITY:

Combined single limit of \$1,000,000

or

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

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

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

WORKERS COMPENSATION & EMPLOYERS LIABILITY:

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

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

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

UMBRELLA OR EXCESS LIABILITY:

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

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

Exhibit B
(Continued)

GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

SPECIMEN

RETURN THIS PAGE WITH YOUR OFFER

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

Signature Page:

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

Organization Name (print)

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

Authorized Signature

Name and Title of Authorized Representative (please print)

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

Name (Primary Contact Manager) _____

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

Servicing City: _____

Total number of Service Technicians for this region: _____

Assigned Personnel: Provide background on Service Technicians including certifications or level of expertise, years of experience or current status (apprentice, journeymen, etc.)

Name: _____ **Background:** _____

Name: _____ **Background:** _____

Name: _____ **Background:** _____

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

Hard copy of this signature page along with Attachment A, B, C-1, C-2 D, and E must be received by Monday April 23, 2018 prior to 2:00 P.M.

Attachment A
RETURN THIS PAGE WITH YOUR OFFER

VENDOR REFERENCES

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

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

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

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

Attachment B
RETURN THIS PAGE WITH YOUR OFFER
Dubuque Community School District - Food & Nutrition Services
Chemical Products RFP

Operational Plan and Procedures **Company's Name** _____

Please provide your operational plan and procedures as they relate to the Food Service chemical use, for the Dubuque Community School District.

1. Equipment Installation, Maintenance and Repair - Include response time and plan to monitor:

2. Product Orders and Deliveries:

3. Training and Product Information:

**Chemical Products List – Attachment C-1
Worksheet**
RETURN THIS PAGE WITH YOUR OFFER

Item Number	Application/Description	Brand Bid	Manufacture Product #	IA DAS Green Seal, DfE, Ecologo	Usage Estimate	Unit Size	Units Per Case	Cost Per Case	Cost Per Ounce	Dilution Ratio Medium Concentrated Ounces Per Gallon of Water	Cost Per Gallon of Diluted Product
Manual Warewashing - 3 Compartment Sink											
<i>Example</i>	<i>Dish Soap, concentrated, grease fighting formula</i>	<i>ABX</i>	<i>#1242</i>	<i>DfE EPA</i>	<i>304</i>	<i>gallon</i>	<i>4</i>	<i>\$ 48.00</i>	<i>\$0.093</i>	<i>2 oz/ gallon</i>	<i>\$0.187</i>
A-1	Dish Soap, concentrated, grease fighting formula, effective for manual scrubbing of pots, pans and dishes				300	gallon		\$	\$		\$
A-2	Quaternary Sanitizer, concentrated, no rinse, for sanitizing silverware, dishes and hard food prep surfaces				140	gallon		\$	\$		\$
Automatic Warewashing– Hot Water Sanitizing											
B-1	Detergent, concentrated, for warewashing, dishes & trays				300	gallon		\$	\$		\$
B-2	Rinse Additive, concentrated, to reduce drying time and eliminate spots				200	gallon		\$	\$		\$
Miscellaneous											
C-1	Degreaser, all purpose, hard surfaces				10	gallon		\$	\$		\$
C-2	Liquid Hand Soap, mild, hydrating, non-irritating, refills for dispenser				150	1000 ml		\$			
C-3	De-Scaling/Delimer, for stainless steel				280	gallon		\$	\$		\$
C-4	Laundry Detergent Powder, heavy duty commercial * Attach spec sheet				10	50 lbs		\$			
C-5	Oven Cleaner, spray				32	32 oz		\$			

Attachment C-2

RETURN THIS PAGE WITH YOUR OFFER

Cost Per Rack

Please provide a cost per rack for the following scenario: Water has a ph. value of 7 and a hardness rating of 3 grains:

Single Tank Machine \$ _____

Double Tank Machine \$ _____

Conveyor Machine \$ _____

Service Charges

Describe if there will be any additional service and/or delivery charges:
(if possible attach an example of a service report)

Company _____

Name _____

(Authorized Signature)

Address _____

Title _____

City/State/Zip _____

Date _____

Phone _____

FAX _____

Email Address _____

Attachment D
RETURN THIS PAGE WITH YOUR OFFER

ACKNOWLEDGMENT AND CERTIFICATION

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

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

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

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

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

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

By: _____

Print Name: _____

Title: _____

Attachment E
RETURN THIS PAGE WITH YOUR OFFER

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

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

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

Organization Name

Name of Authorized Representative

Signature

Instructions for Suspension and Debarment Certification

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

Attachment F

RETURN THIS PAGE WITH YOUR OFFER

Procurement: Certification Regarding Lobbying

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

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

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

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

Name/Address of Organization_____

Name/Title of Submitting Official_____

Signature_____ Date_____

CHECKLIST OF REQUIREMENTS FOR SUBMITTING PROPOSAL

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

- _____ Signature Page

- _____ Vendor References - Attachment A

- _____ Vendor Operational Plan and Procedures - Attachment B

- _____ Chemical Product Worksheets - Attachment C-1 and C-2

- _____ Sex Offender Provision – Attachment D

- _____ Suspension and Debarment Statement – Attachment E

- _____ Procurement: Certification Regarding Lobbying – Attachment F

- _____ Product Specification Document