

Attachment A

Signature Required

CEDAR RAPIDS COMMUNITY SCHOOLS
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

March 2024

DAIRY PRODUCTS BID RESPONSE FORM

COMPANY NAME _____

Number of years in business: _____

Total number of School District accounts: _____

**ESCALATION/
DE-ESCALATION
CLAUSE**

It is hereby understood that prices in this bid are based on the Class I price Central Federal Milk Market Order No. 32, for the month of **March 2024**. All prices shall be firm for 30 days, after which milk can increase or decrease in accord with changes in the Class I raw milk prices based on monthly Federal Milk Order Announcements for the Central Zone. Prices for milk delivered can be increased or decreased at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred weight.

All vendors shall use the **March 2024**, Class I Central Federal Milk Market Order No. 32 announced price of \$ _____ per hundredweight in providing the escalated costs. Any deviations shall be cause for rejection of the bid.

Cedar Rapids Community Schools
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405
DAIRY PRODUCTS BID RESPONSE FORM

PRICING

Enter value where indicated.

LINE ITEM	Approximate Daily Usage	ITEM	UNIT	PRICE
1	5,000	Skim milk, unflavored, grade A, pasteurized & homogenized, Vitamin A&D	1/2 pint	
		Carton Escalating Bid:		\$
		Carton Firm Bid:		\$
		Plastic Escalating Bid:		\$
		Plastic Firm Bid:		\$
2	16,000	Skim milk, chocolate, grade A, pasteurized & homogenized, Vitamin A&D	1/2 pint	
		Carton Escalating Bid:		\$
		Carton Firm Bid:		\$
		Plastic Escalating Bid:		\$
		Plastic Firm Bid:		\$
3	1,600	Skim milk, strawberry, grade A, pasteurized & homogenized, Vitamin A&D	1/2 pint	
		Carton Escalating Bid:		\$
		Carton Firm Bid:		\$
		Plastic Escalating Bid:		\$
		Plastic Firm Bid:		\$
4	3,000	1% low fat milk, unflavored, grade A, pasteurized & homogenized, Vitamin A&D	1/2 pint	
		Carton Escalating Bid:		\$
		Carton Firm Bid:		\$
		Plastic Escalating Bid:		\$
		Plastic Firm Bid:		\$

5	30	Juice, Orange, 100%, 8 oz. portions, RTU.	8 oz.	
		Carton Escalating Bid:		\$
		Carton Firm Bid:		\$
		:		
6	250	Skim milk, Chocolate, grade A, pasteurized & homogenized, Vitamin A&D	1 pint, plastic	
		Escalating Bid:		\$
		Firm Bid:		\$
7	50	Skim milk, Strawberry, grade A, pasteurized & homogenized, Vitamin A&D	1 pint, plastic	
		Escalating Bid:		\$
		Firm Bid:		\$
8	5	Yogurt, Low-Fat, Vanilla 5 pound bulk.	5 lbs.	
		Escalating Bid:		\$
		Firm Bid:		\$
9	8	Yogurt, Low-Fat, Flavored (Variety) 5 pound bulk.	5 lbs.	
		Escalating Bid:		\$
		Firm Bid:		\$
10	12	Sour Cream, low fat	5 lbs.	
		State butterfat content/low fat %	%	
		Escalating Bid:		\$
		Firm Bid:		\$
11	8	Cottage Cheese, low fat	5 lbs.	
		State butterfat content/low fat %	%	
		Escalating Bid:		\$
		Firm Bid:		\$
12	4	Buttermilk		
		Size of Container if different.	½ Gallon	
		Escalating Bid:		\$
		Firm Bid:		\$
13	5	Skim milk, grade A, pasteurized & homogenized, Vitamin A&D		
			1 Gallon	

		Escalating Bid:		\$
		Firm Bid:		\$
14	30	Yogurt, Low-Fat, Assorted Flavors 6 oz. containers	6 oz.	
		Escalating Bid:		\$
		Firm Bid:		\$

**Return your completed copy of this page with all pertinent information entered.
Please provide a copy of the nutrition facts and ingredient label for every product identified in the
response.**

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

E-mail Address: _____

Signature: _____

Attachment B

Acknowledgement

Date: Click here to enter a date.

Click here to enter text.

«insert address»

Re: Invitation for Bid for Bakery 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 C

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. 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.

Attachment D

Assurance of Civil Rights Compliance

The Vendor hereby agrees that they will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. 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);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
9. 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.
10. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination

laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

Signature of Vendor's Authorized Representative

Title

Date

Attachment E

Certification Regarding Food Laws

Date: Click here to enter a date.

Click here to enter text.

«insert address»

Re: Invitation for Bid for Bakery 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 a 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 F

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 G

Assurance of Non-Collusion or Certificate of Independent Price Determination

Date: Click here to enter a date.

«insert address»

Re: Request for Invitation for Bid for Bakery 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 H

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 is 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 officials 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: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

SEX OFFENDER

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a 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 the 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 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 thereof 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 has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

STANDARD RULES FOR CONTRACTORS WORKING FOR CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

These rules shall apply to all contractors. A contractor shall be defined as companies or persons (not employees of the Cedar Rapids Community School District) doing work on any property owned by the Cedar Rapids Community School District. These rules are not all inclusive.

PROTECTION OF THE BUILDINGS AND MATERIALS

The Contractor shall protect all parts of the project and site affected by construction operations and is to arrange his work so that the Owner is not needlessly inconvenienced. Contractor is to repair all damages caused by his work, keep premises clean and upon completion remove all rubbish and surplus material and leave the site clean and in good repair as far as his work is concerned.

NOISE AND DISRUPTION OF CLASSES

At no time shall any Contractor disrupt classes by either noise or by entering rooms where class is in session, unless permission has been granted by the school principal.

OWNERS RIGHTS TO MATERIALS

The Owner reserves the right to retain ownership to any materials or equipment that are part of the existing facility. If materials or equipment are to be removed from the site, Contractor shall detach such items and before removing items from site, obtain permission from the Manager of Buildings and Grounds or his designee to do so. All items not retained by Owner shall be removed in a proper manner by the Contractor.

EQUAL OPPORTUNITY POLICY

Because it is the desire of the Cedar Rapids Community School District to encourage equal employment policies, all Contractors, including suppliers supplying goods or services to the School District, are expected to comply with the spirit of equal opportunity employment, as well as with the letter of all applicable statues and regulations. Compliance shall require Contractors not to discriminate and, in addition, to take reasonable affirmative action to insure that members of minority groups are effectively accorded equal employment opportunities.

ASBESTOS

All buildings in the School District contain asbestos.

It is the contractor's responsibility to become familiar with the locations of asbestos in any building that he/she is working on and be responsible for any disturbance of the asbestos that he/she intentionally or accidentally causes.

It is also the responsibility of the contractor to utilize the AHERA Management Plan which is located in the main office of each building and inform his/her employees/subcontractors of the locations where asbestos materials have been identified. The AHERA Management Plan is not to leave the buildings. If the contractor desires a copy of the information showing the asbestos locations, he/she may request it from the Manager of Buildings and Grounds and will be charged the cost of reproduction.

Contractors shall not remove or disturb any asbestos unless licensed to do so by the State of Iowa. If asbestos must be removed to carry out the work, contact the Manager of Buildings and Grounds who will contract for its removal in a proper manner.

At no time shall any product be sold to the Cedar Rapids Community School District that contains asbestos.

HAZARDOUS SUBSTANCES

The contractor shall submit to the Construction Projects Supervisor before construction begins, two copies of material safety data sheets of hazardous substances to be stored on the Owner's premises or incorporated in the performance of this contract. The Contractor shall also keep material safety data sheets posted at the work site for all substances while these substances are on the Owner's premises, hazardous substances shall be any substance which is covered by Iowa law (Right to Know Rules).

It is the Contractor's responsibility to obtain copies of the material safety data sheets and the Hazardous Communication Program which lists and describes hazardous substances stored on the school's premises, and inform their employees of the potential exposure. This information is available in the administrative office of each building. Further details may be obtained from the Manager of Buildings and Grounds or the Construction Projects Supervisor.

INSURANCE

All Contractors shall supply a certificate of insurance with the minimum coverage shown as follows, with the District named as an additional insured which includes Completed Operations.

No construction work shall be started under this contract until the insurance requirements have been satisfied.

Workers' Compensation shall be carried by the contractor in accordance with the Iowa Workers' Compensations statutes.

Commercial General Liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

The Comprehensive General Liability insurance shall include coverage for underground, explosion and collapse hazards.

Commercial Automobile Liability coverage, including hired and non-owned liability, with Bodily Injury limits of \$500,000 each person and \$1,000,000 aggregate and Property Damage limits of \$250,000 each occurrence, or a combined single limit of \$1,000,000.

Excess or Umbrella Liability coverage shall be provided with a limit of \$1,000,000 each occurrence and \$1,000,000 aggregate.

The contractor shall name the Cedar Rapids Community School District and their agents and employees as an Additional Insured on all policies listed above for the contract involved and a certificate, or a policy if requested, should be filed with the School District evidencing this coverage. Iowa Governmental Immunities endorsement is to be included pursuant to Iowa Code 670.

All certificates and/or policies of insurance furnished by the contractor are to be filed with the Owner and shall include the name and address of the agency issuing the same. All certificates and/or policies shall be signed..

The Owner shall purchase property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall exclude the contractor's and subcontractor's equipment, tools, and machinery that are not incorporated into the work. The Property Insurance shall be written under a "Special Cause of Loss Form" to include perils of fire, lightning, windstorm, vandalism, and theft, as well as other perils normally covered by standard Insurance Service Office Special Cause of Loss Form.

The contractor shall provide insurance coverage for portions of the work stored off the site, and also for the portions of work in transit.

CONTRACTOR REGISTRATION

All contractors and their subcontractors shall be registered with the labor commissioner as per chapter 91C of the Iowa Code.

SMOKING

Smoking is not allowed on the Owner's premises. The word "premises" for purposes of this section shall include inside personal or Company trucks or automobiles parked on school property.

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

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 Contractor and all subcontractors acknowledge and certify 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 or subcontractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this section). No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

It shall be the responsibility of the Contractor to provide the Acknowledgement and Certification letter to all sub-contractors. An initial list of sub-contractors shall be provided to the Architect with the signed contract. Updates to the sub-contractor list shall be provided to the Architect within three (3) days after any additional sub-contractors are contracted by the Contractor.

Rev. 2/18/2011

Return this page with response

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]
the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a 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 the 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 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 thereof 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 has signed it knowingly and voluntarily.

Dated: _____
[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

If a current “Acknowledgement and Certification” document has been entered in the District Business Services Office within this current year, and no changes have been made, another copy is not needed. Call 319-558-1084 for verification.