



**Middle School**

601 Dr. Creighton Circle  
Shenandoah, IA 51601  
Phone: 712-246-2520  
Fax: 712-246-2496

Shenandoah Community School District  
Brian Manley, School Food Service Department  
601 Dr. Creighton Circle  
Shenandoah, IA.. 51601

June 10, 2026

Dear Sir or Madam,

The Shenandoah Community School District Food Service is requesting a bid for the supply of milk for the 2026-2027 school year. The deadline and opening of the bids will be July 8, 2026 at 10 a.m.

The board meeting is on the 13th of July.

Please submit sealed bid to Brian Manley, Food Service Director,  
Shenandoah Community School,  
601 Dr. Creighton Circle, Shenandoah, Ia. 51601

Thank you,  
Brian Manley  
Food Service Director  
Shenandoah Community School District  
(712) 246-3773 ext.6773  
[manleyb@shenandoah.k12.ia.us](mailto:manleyb@shenandoah.k12.ia.us)

## USDA Nondiscrimination Statement (revised 2-15-2023)

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

## Iowa Nondiscrimination Statement

It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its program, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, 6200 Park Ave, Suite 100, Des Moines, IA 50321; phone number 515-281-4121, 800-457-4416; website: <https://icrc.iowa.gov/>.

# Procurement Log

June 10, 2026

Contact: *Brian Manley / Send Sealed bids to Shenandoah Community School District 601 Dr. Creighton Circle Shenandoah, IA. 51601*

- Vendor must return price quotes by July 8, 2026 (by 10am)
- Vendor(s) will be awarded based on the bottom line
- Delivery Frequency 2 times weekly
- District will need 6 milk coolers for three different buildings

Specifications for product(s)/service(s) to be purchased (SFA complete for all items to be procured)	Brand & pack size or equal	Quantity estimated to be purchased (SFA complete)	Unit Price (vendor complete)	Extended Price = (Quantity x Unit Price)	Comments by vendor (example – pack size change, etc.)
1. Product name & specification: 1% White	8oz Carton/.5Pint	25,000	.		
2. Product name & specification: Skim Milk	8oz Carton/.5Pint	6,500			
3. Product name & specification: Skim Chocolate	8oz Carton/.5Pint	116,000			
4. Product name & specification: Orange Juice	8oz Carton/.5Pint	21,000			

Vendor name:	
Price quotes will be honored for Iowa, For August 20,2026 to August 13, 2027	One School Year
Name/job title of the individual quoting prices	

**-Delivery at a minimum of two times per week at the Middle/Elementary, Logan and High School will be required.**

**-State Law requires milk crates to be clean when milk products are brought in.**

**-Enclose a copy of the escalator clause if applicable.**

**-Submit sealed bid to Brian Manley, Food Service Director, Shenandoah Community School,**

**601 Dr. Creighton Circle, Shenandoah, Ia. 51601**

## Federal Terms and Conditions (check as applicable)

- Depending on the aggregate dollar amount of procurement, certain federal terms and conditions are required.
- Check the  to select Federal and Iowa Terms and Conditions as applicable to the procurement event.

**Buy American** (required for all procurement for agricultural commodities, regardless of estimated value): This School Food Authority (SFA) participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or product" as an agricultural commodity that is produced in the United States (U.S.) and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. "Substantially" means over 51% of the final processed product (by weight or volume) must consist of domestic agricultural commodities. This means that unprocessed, agricultural commodities must be domestic. Processed food must be processed domestically and must contain agricultural food that is **over 51 percent domestically grown**, by weight or volume as provided in the specifications.

**In order to be compliant with the Buy American provision, the SFA requires the vendor to:**

- Provide documentation to verify the percentage of U.S. content in any processed end product
- To allow periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses.
- Require a certification of domestic origin for agricultural products which do not have country of origin labels. For each product with no country of origin label, complete the information in the following statement:
  - "The vendor certifies that [Click or tap here to enter text.](#) (*insert product name*) was processed in the U.S. and contains over [Click or tap here to enter text.](#) (*insert % weight or volume*) of its agricultural food component from the U.S."

There are limited exceptions to the Buy American provision in circumstances when use of domestic foods is truly not practicable. These exceptions are:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

In order to be compliant with limited exceptions to the Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process:

To be considered for an alternative or exception, the request must be submitted in writing to

Brian Manely @Shenandoah Community School District – Email: [Manleyb@shencsd.com](mailto:Manleyb@shencsd.com) with a minimum of 5 days in advance of delivery. The request must include:

- A. Identifying an alternative substitute(s) that are domestic and meet the required specifications:
  - i. Price of the domestic food alternative substitute(s); and
  - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- B. Reason for exception: limited/lack of availability or price (include price):
  - i. Price of the domestic food product; and
  - ii. Price of the non-domestic product that meets the required specification of the domestic product.

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

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

**Targeted Small Business Certification** (*required for all procurement, regardless of value*): Businesses owned, operated, and managed by women, minority persons, and individuals with disabilities or service-connected to disabled veterans are encouraged to respond to the solicitation. Vendor should attach a copy of the Targeted Small Business (TSB) certification issued by the Iowa Department of Economic Development.

**Termination for Cause** (*required for all procurement with estimated value exceeding \$10,000*): The School Food Authority (SFA) or the selected vendor may terminate the contract in whole, or in part, for any reason. The reasons may include but are not limited to:

- Failure by one party to fulfill its obligations under the contract through no fault of the terminating party. The terminating party will provide a reasonable opportunity to rectify the issues identified in product or service performance prior to termination.
- In the event that no funds or insufficient funds are appropriated and budgeted for payments due to the vendor. The SFA shall notify the vendor of such occurrence as soon as SFA's designated individual is notified of insufficient funds by the SFA administration.

**Termination for Convenience** (*required for all procurement with estimated value exceeding \$10,000*): The School Food Authority may terminate the contract prior to the expiration of the agreed upon contract duration or school year, without cause and without penalty. The SFA will provide thirty (30) days written notification to the selected vendor.

**Suspension and Debarment Certification** (*required for all procurement with estimated value of \$25,000 and more*): Attachment [Click or tap here to enter text.](#)

**Certification of Lobbying and Disclosure of Lobbying Activities** (*required for all procurement with estimated value exceeding \$100,000*): Attachment [Click or tap here to enter text.](#)

## State of Iowa Terms and Conditions (check, as applicable)

### Best Practice

**Iowa Gift Law (Iowa Code Chapter 68B)** – The gift law prohibits a public employee or that person's immediate family member from accepting or receiving, directly or indirectly, any gift or series of gifts from a "restricted donor." A restricted donor is defined in the law as a person or company who is or is seeking to be a party to a sale, purchase, lease or other type of contract with the employer of the public employee. For more information on how the gift law applies to employees of a SFA go to: [Iowa Gift Law- legal lessons](#).

- **Examination of Public (Open) Records (Iowa Code Chapter 22)** – The law states that any person shall have the right to examine and copy a public record and to publish or otherwise disseminate a public record or the information contained in a public record. This includes all documents related to food service procurement. A person should be allowed to examine the procurement documents in the physical possession of the SFA free of charge. The examination and copying of the public record will be done in the presence of the SFA's designated authority. A request for a copy of procurement documents received in writing, by telephone, or by electronic means (emails) must be fulfilled by the SFA. The request for a copy of the procurement documents may be contingent upon the receipt of payment of expenses to be incurred in fulfilling the request. The estimated expenses shall be communicated to the person requesting the records. If the SFA copy equipment is used, the SFA shall provide a reasonable number of copies of the procurement documents upon the payment of a fee. The fee for copying shall not exceed the actual cost of providing the service. The copy of procurement documents must be done in the presence of the SFA's authorized designee. For more information go to: [Iowa Code Chapter 22](#).

## School Food Authority Terms and Conditions:

Below are other terms that the School Food Authority (SFA) may want to consider in addition to the Federal Terms and Conditions.

Delivery requirements and charges

Fuel surcharge

Liability insurance

Temperature requirements or HACCP requirements

Child Nutrition (CN) Label, Product Formulation Statement (PFS), Ingredient Statements, and Nutrition Facts Panel

Example, milk cool

## Suspension and Debarment Certification

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### 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.

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Vendor Organization Name

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Vendor Authorized Representative

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

# Certification Regarding Lobbying

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Certification Regarding Lobbying  
Brian Manley  
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. The Disclosure Form to Report Lobbying can be found at the following link: <https://www2.ed.gov/fund/grant/apply/appforms/sflll.doc>
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 and Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Assurance of Civil Rights Compliance

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The Vendor hereby agrees that they will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

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Signature of Vendor's Authorized Representative

Title

Date