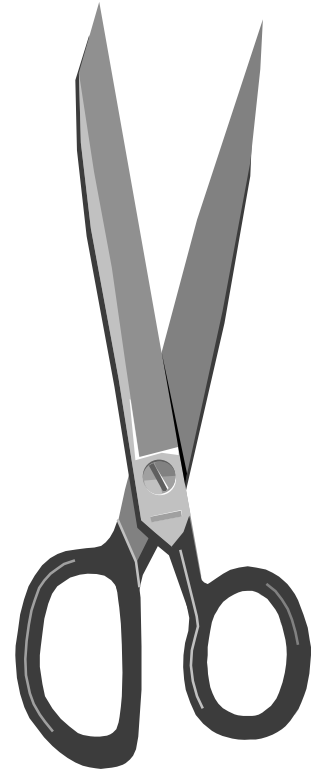


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO:	PURCHASING DEPARTMENT School Board of Polk County PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN	
SEALED BID NO.:	068-SRW-0611
BID TITLE:	LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES - STOCK
DUE DATE/TIME:	JUNE 1, 2011, @ 3:00 PM
SUBMITTED BY:	_____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/purchasing> . Click on “Vendor Application” from the menu at the top of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES - STOCK

Bid File Number 068-SRW-0611 Posted May 6, 2011

Sealed bids will be received until 3:00 PM on June 1, 2011 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Robert Woods telephone (863) 534-0566, FAX (863) 534-7497, E-mail Robert.woods@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: June 30, 2012. Contract(s) awarded from this bid will begin on July 1, 2011 and will run through June 30, 2012.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: CENTRAL WAREHOUSE AND DISTRIBUTION, BARTOW, FL 33830
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about June 14, 2011 and will remain posted for a period of 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. 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 bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.

Rev.Pur.08/2010

SPECIAL TERMS AND CONDITIONS

- A. **PREFERRED PRODUCTS:** This bid contains specifications and preferred products based on testing and recommendation of the Food Service staff. Items must be tested and recommended to be considered. If an item other than the preferred brand is bid, is the apparent low bid and has not been tested and recommended by Food Service staff, the bidder will be required to submit samples for testing within seven (7) business days of the date requested. Failure to meet the testing requirement may result in that bid being rejected. The District shall be the sole judge of product testing and recommendation and its decision shall be final. Vendors wishing to submit items for future evaluation may do so by contacting the Purchasing Department.

In the event a manufacturer has discontinued the production of an item, vendors may substitute the replacement part number and clearly identify on the bid form that this is a replacement part. Documentation from the manufacturer concerning any such change should be included with bid response.

- B. **FEDERAL REGULATIONS:** Because Federal funds are used to make purchases from this bid, the following Federal Regulations shall apply to the bid:
1. **Records Retention** (34 CFR 80.36(i)(11)):
All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
 2. **Clean Air Act** (34 CFR 80.36(i)(12)):
All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 3. **Energy Efficiency** (34 CFR 80.36(I)(13)):
All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- C. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION STATEMENT:** Bidder shall fill out U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions form found at the end of the bid. Completed form should be submitted with the bid response and must be on file prior to bid award.

- D. **NON-COLLUSION STATEMENT:** Bidder shall fill out the USDA Non-Collusion Affidavit form found at the end of the bid. Completed form should be submitted with the bid response and must be on file prior to bid award.

- E. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** Bidder shall fill out the Certification Of Independent Price Determination form found at the end of the bid. Completed form should be submitted with the bid response and must be on file prior to bid award.

- F. **DELIVERY REQUIREMENTS:** Unless otherwise noted, all shipments MUST BE ON 48" X 40" STANDARD, DOUBLE-SIDED WOOD PALLETS. Pallets can be exchanged at time of delivery.

- G. **RETURN AGREEMENT:** Each successful bidder shall agree to accept the return of any item received which is found to be defective in packaging or quality. Full credit including shipping charges shall be issued.

- H. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

- I. **QUANTITIES:** Quantities stated on this bid represent estimated usage for a one-year period. We anticipate quantities on the FIRST PURCHASE ORDER from this bid to be approximately 1/5 of these amounts. The Board may purchase additional quantities during the life of the contract unless otherwise noted by the bidder. Prices shall remain firm during the life of the contract.
- I. **USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- J. All shipments must be accompanied by a packing list referencing our purchase order number and the quantity of each item contained in the shipment. All invoices, packing lists, and correspondence must reference our purchase order number.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 9 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000011 (9)	80 cases	BAG, SANDWICH - Clear, labeled ham-burger. Approximately 6.5" x 7". 2000 per case. FOR SADDLE PACK DISPENSERS ONLY. Preferred Brand(s) / Model(s) Handgards SB-8.5HB saddle pack, Fortune HD-FT, Atlantis 2K650HB Foodhandler 21-6710HB, Central Poly CP3527, Elkay DP657HAM.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000006 (10)	30 cases	BAG, WAXED BAKERY - 5 lb. size. White paper waxed on both sides, <u>unprinted</u> . 1000 per case. Preferred Brand(s) / Model(s) Bagcraft 00296, Brown Paper Goods Co. 1415.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000013 (11)	965 packages	BAGS, WHITE GROCERY - 5# size. Bag size 5-1/4" x 3-7/16" x 10-15/16". 500 per package. 3000 per bundle. Preferred Brand(s) / Model(s) Duro #5 80026.	bndl. pkg.
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000016 (12)	590 cases	BOWL, DESSERT - Clear. 5 - 6 oz. capacity with bowl shape. 1000 per case. Preferred Brand(s) / Model(s) Douglas Stephens #306-1.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000017 (13)	420 cases	BOWL, FRUIT / DESSERT - 8 ounce, clear plastic with bowl shape. 1000 per case. Preferred Brand(s) / Model(s) Douglas Stephens #308.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	

Please state company name and authorized signature _____

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
BID FILE: 068-SRW-0611
PAGE 10 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000195 (14)	1285 cases	CONTAINER, CLEAR - Plastic, single compartment, snap close lid. 4" x 8" x 3". 500 containers per case. Preferred Brand(s) / Model(s) Inline Plastics #SL-35, Par-Pak 02090.	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000043 (15)	155* cases	CONTAINER, CLEAR - For fruit. Clear plastic 8 oz. container, 5.9" X 4.9", no lid. 1000 containers per case. Preferred Brand(s) / Model(s) Dart C8DE, Pactiv C18-5008/#9190, Douglas Stephens B857.	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Containers per case _____	
		Minimum re-order _____	
*Quantity based on 1000 containers per case.			
2000047 (16)	705 cases	COVERS, BUN PAN RACK - 52" x 80". Dispenser case, 50 per case. Preferred Brand(s) / Model(s) Calico HD80HC, Elkay Plastics BOR5280, Handgards RC-80, Heritage Bag Z2080XN, Island Poly 22-5B52D, Interboro Packaging INT-5280-HVY, Central Poly CP5280.	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
1000759 (17)	1830 tubes	CUP, COLD - <u>Three ounce</u> , wax coated paper cup without lid. 100 per tube. Preferred Brand(s) / Model(s) Sweetheart R3.	_____ tube
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000054 (18)	995 cases	CUP, COLD - <u>12 ounce</u> styrofoam cup without lid. 1000 per case. Preferred Brand(s) / Model(s) Master 12D, Dart 12J12.	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	

Please state company name and authorized signature _____

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 11 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000071 (19)	45 cases	LID - Must fit 12 oz. cup. 1000 per case. Preferred Brand(s) / Model(s) Master L14D, Dart 12SL	_____ case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
2000064 (20)	115 cases	CUP, HOT DRINK - Six ounce size, styrofoam construction, without lid and handles. 1000 per case. Preferred Brand(s) / Model(s) Dart 6J6, Master 6MC.	_____ case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
2000059 (21)	60 cases	CUP, SOUFFLE/PORTION - 4 oz. One piece, dry waxed constructed, firmly pleated from top to bottom with a rolled rim, round and flat bottom. 250 cups per tube, 20 tubes per case (5000 pack). Preferred Brand(s) / Model(s) Genpak F4000, Hoffmaster/American 67-400.	_____ case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	

COMPOSITE INCLUDES ITEMS 2000052(22) - 2000062(28).

2000052 (22)	105 cases	CUP, SOUFFLE/PORTION - One ounce plastic. Packed 5000 per case. Preferred Brand(s) / Model(s) Solo UR1.	_____ case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000112 (23)	65 cases	LID, SOUFFLE/PORTION CUP - Fits 1 oz. souffle cup. 5000 per case. Preferred Brand(s) / Model(s) Solo PL1 0090	_____ case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
		Minimum re-order _____	

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 12 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000057 (24)	335 cases	CUP, PORTION, PLASTIC - 2 ounce. Translucent. 2500 per case. Preferred Brand(s) / Model(s) Solo B200N-0100	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000076 (25)	215 cases	LID, PORTION CUP - Must fit 2 ounce plastic portion cup 2500 per case. Preferred Brand(s) / Model(s) Solo PL2 0090	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000060 (26)	660 cases	CUP, PORTION, PLASTIC - 4 ounce plastic. Translucent. 2500 per case. Preferred Brand(s) / Model(s) Solo P400 0100	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000069 (27)	235 cases	LID, PORTION CUP - Must fit 4 ounce and 5.5 ounce plastic portion cups. 2500 per case. Preferred Brand(s) / Model(s) Solo PL4 0090	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000062 (28)	230 cases	CUP, PORTION, PLASTIC - 5.5 ounce plastic. Translucent. 2500 per case. Preferred Brand(s) / Model(s) Solo UR55 0100	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	

Please state company name and authorized signature _____

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
--------------	----------	-------------	------------

COMPOSITE INCLUDES ITEMS 2000061(29) - 2000073(36).

CONTAINER (SQUAT CUP) - Styrofoam construction, without lid and handles. Quantity per case _____.
 Preferred Brand(s) / Model(s) Master Container

Containers

			<u>Size</u>	<u>Master Part #</u>	<u>Dart Part #</u>	
2000061 (29)	2880	cases	4 oz., 1000/case	4C	4J6	<u>case</u>
2000065 (30)	950	cases	6 oz., 1000/case	6C	6SJ12	<u>case</u>
2000067 (31)	1830	cases	8 oz., 500/case	8C	8SJ20	<u>case</u>
2000055 (32)	535	cases	12 oz., 500/case	12C	12SJ20	<u>case</u>

Vented Lids, 1000/case

			<u>Size</u>	<u>Master Part #</u>	<u>Dart Part #</u>	
2000074 (33)	220	cases	Fits 4 oz. cont.	L-6D	6JL	<u>case</u>
2000075 (34)	130	cases	Fits 6 oz. cont.	L10DV	12JL	<u>case</u>
2000072 (35)	175	cases	Fits 8 oz. cont.	L24DV	20JL	<u>case</u>
2000073 (36)	45	cases	Fits 12 oz. cont.		20JL	<u>case</u>

_____ Delivery ____ Days ARO
 Brand Name, Model Number, Etc.

2000113 (37)	1705	cases	LINERS, BUN PAN - 16-3/8" x 24-3/8". 1000 per case. Preferred Brand(s) / Model(s) Papercon 25Q1, Calico 15007654, Georgia Pacific/Ft. James L010 Tinicum R-49.			<u>case</u>
-----------------	------	-------	---	--	--	-------------

_____ Delivery ____ Days ARO
 Brand Name, Model Number, Etc.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 14 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
--------------	----------	-------------	------------

2000431 (38)	3925 cases	MEAL KIT, STUDENT, SPOON - Includes medium weight white <u>polypropylene</u> spoon, 6" milk straw and 10" x 10" white napkin. 1000 per case. Approved Brands: Max Packaging, Dispozoz P1003MSKIT, Solo Cutlery, Berkley Square 3670, Nutri-Bon Cutlery 3613, BOC Plastics.	case
-----------------	------------	---	------

_____ Delivery ____ Days ARO

Brand Name, Model Number, Etc.

Minimum re-order _____

2000432 (39)	5345 cases	MEAL KIT, STUDENT, FORK - Includes medium weight white <u>polypropylene</u> fork, 6" milk straw and 10" x 10" white napkin. 1000 per case. Approved Brands: Max Packaging, Dispozoz P1001MSKIT, Solo Cutlery, Berkley Square 2680, Nutri-Bon Cutlery 3605. BOC Plastics.	case
-----------------	------------	---	------

_____ Delivery ____ Days ARO

Brand Name, Model Number, Etc.

Minimum re-order _____

2000433 (40)	10245 cases	MEAL KIT, STUDENT, FORK/SPOON - Includes medium weight white <u>polypropylene</u> fork and spoon, 6" milk straw and 10" x 10" white napkin. 500 per case. Approved Brands: Max Packaging, Dispozoz P513MSKIT, Solo Cutlery, Berkley Square 2369/5, Nutri-Bon Cutlery 3616, BOC Plastics.	case
-----------------	-------------	---	------

_____ Delivery ____ Days ARO

Brand Name, Model Number, Etc.

Minimum re-order _____

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 15 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000434 (41)	2280 cases	MEAL KIT, ADULT - Mid-heavy weight white <u>polystyrene</u> knife, fork, spoon, 2-ply 13" x 17" red gingham napkin. 250 per case. Preferred Brand(s) / Model(s) Dispozoz C2503PCLGKIT-RG, Max Packaging 65J-B1-RED.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		_____ per case	
		Minimum re-order _____	
2000117 (42)	565 cases	NAPKINS, PAPER - Bulk, 1/4 fold, approximately 13" x 13-1/2" embossed, 6000 per case. Preferred Brand(s) / Model(s) SCA L3141, Fort James 377-07, Georgia Pacific L3140, Kimberly Clark (Scott) 98120, Perkins/Cascades #2059.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
1000726 (43)	155 cases	NAPKINS, SANITARY - FOLDED. #4 (4.25" x 3" x 1.1"). 250 per case Preferred Brand(s) / Model(s) RMC/Stayfree 25130973	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000139 (44)	750 cases	PLATES, PAPER/STYROFOAM - 10-1/2", round, compartment style, 500 per case. Packed in cardboard cartons. Preferred Brand(s) / Model(s) Dart 10CPWC, Dispozoz FP10-3-500, Sweetheart FS10CY, Darnel DU5010301.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000138 (45)	135 cases	PLATES, STYROFOAM - 6" round. 1000 per case. Preferred Brand(s) / Model(s) Dart 6PWC, Dispozoz FP6-1000, Pactiv TH1-0006, Sweetheart FS6BPY, Darnel DU5006101.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	

Please state company name and authorized signature _____

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 16 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000158 (46)	40 cases	SCOOP, FRENCH FRY - 3-3/8" X 1-1/2" X 3-1/2". 1200 per case. Preferred Brand(s) / Model(s) Sweetheart GS49, Rock Tenn FR5.	case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
		_____ Scoops per case.	
1000790 (47)	25 cases	STRAWS, PLASTIC - Paper wrapped, approximately 7-3/4" long and 1/8" in diameter. Translucent. 500 per box, 24 boxes per case. Preferred Brand(s) / Model(s) Cardinal 2851T, Dispoz DSJW24-500T, G.P. Dixie JW7, Jet Plastica WJ02.	case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
2000181 (48)	155 cases	STRAWS, PLASTIC PUNCTURE - Minimum length 5-1/2" long. 12000 per case. Preferred Brand(s) / Model(s) Dispoz SSW24-500R, Tubex S-1203.5.	case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
2000187 (49)	10 cases	TISSUE, BAKERY - Interfolded, dry wax. 8"x 10-3/4". 1000 sheets per dispenser box, 10 boxes per case. Preferred Brand(s) / Model(s) Papercon TF8/010008.	case
		_____ Delivery ____ Days ARO Brand Name, Model Number, Etc.	
1000725 (50)	1360 cases	TISSUE, FACIAL - two ply, white standard, sheets size 8.25" x 7.8", pop-up/pull-out dispensing box. 100 tissues per box, 30 boxes per case. Preferred Brand(s) / Model(s) Cascades Industries G4062(PF30), Ft. James 474-10, Marcal 2930, SCA TF6710A & TF6810A.	case
		_____ Delivery ____ Day ARO Brand Name, Model Number, Etc.	

Please state company name and authorized signature _____

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
--------------	----------	-------------	------------

1000727 (51)	3255 cases	TISSUE, TOILET - One ply top quality paper. Bleached. All shipments must be palletized on wood pallets. CASES SHALL NOT BE STACKED MORE THAN FIVE CASES HIGH PER PALLET UNLESS THERE IS A SLIPSHEET BETWEEN THE 5TH AND 6TH LAYERS. Preferred Brand(s) / Model(s) Georgia Pacific Envision 14580/01, Kimberly Clark Surpass 5102.	_____ case
_____ Delivery _____ Days ARO Brand Name, Model Number, Etc.			
Sheet size _____ _____ Sheets per roll _____ Rolls per case			

1000728 (52)	14000 cases	TOWELS, PAPER - Natural, single fold. Towel size shall be approximately 9-3/8" x 10 3/4' with a approximate minimum basis weight of 26 lbs. Towels shall be packaged approximately 4000 per case. All shipments must be palletized on wood pallets. CASES SHALL NOT BE STACKED MORE THAN FIVE CASES HIGH PER PALLET UNLESS THERE IS A SLIPSHEET BETWEEN THE 5TH AND 6TH LAYERS. Preferred Brand(s) / Model(s) Georgia Pacific Envision 23504, Cascades #101750, SCA MK1850E.	_____ case
_____ Delivery _____ Days ARO Brand Name, Model Number, Etc.			
Minimum re-order _____			

1000729 (53)	2735 cases	TOWELS, MULTI-FOLD PAPER - Natural Towels shall be packaged 4000 per case. Each complete shipment must be on wood pallets. CASES SHALL NOT BE STACKED MORE THAN FIVE CASES HIGH PER PALLET UNLESS THERE IS A SLIPSHEET BETWEEN THE 5TH AND 6TH LAYER. Preferred Brand(s) / Model(s) Georgia Pacific Envision #23304, Cascades #101751, Wisconsin Tissue Second Nature #1830, SCA MK530E.	_____ case
_____ Delivery _____ Days ARO Brand Name, Model Number, Etc.			
Minimum re-order _____			

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 18 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000194 (54)	1000 cases	TRAY, FOOD - Four ounce, black plastic. Shallow container, 3-1/16 x 3-1/16" x 1" for flat items such as cookies or cake. Shall have a textured bottom, side ribbing, and a lip. 2500 trays per case. Preferred Brand(s) / Model(s) Par-Pak 21926	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000196 (55)	2435 cases	TRAY, FOOD - For french fries. Paper construction quarter pound size. 1000 per case. Preferred Brand(s) / Model(s) Georgia Pacific "Dixie" RP25, Southern Champion Tray Co. SCT 0580, Superior Quality Products 8125.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000202 (56)	4140 cases	TRAY, FOOD - For salads. Styrofoam, 8-1/4" x 6" x 1". 500 per case. State if cardboard or plastic case. Preferred Brand(s) / Model(s) Pactiv TH1-0250, GenPak 1002S.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000200 (57)	12955 cases	TRAYS, FOOD - Foam construction, six section carry-all. Approximately 11-1/2" x 9" x 1". 500 per plastic bag within case. Packed in cardboard cartons. Preferred Brand(s) / Model(s) Pactiv TH1-0601, Dispoz Envirofoam FT6-500, Darnel DU2014601.	case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	

Please state company name and authorized signature _____

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 19 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
2000201 (58)	4310 cases	TRAYS, HINGED LOCK TOP - Three compartment styrofoam tray. Approximately 9-1/4" x 9-1/4" x 3-1/2". 200 per case. Packed in cardboard cartons. Preferred Brand(s) / Model(s) Pactiv TDI 9903, Dispozo Envirofoam FHC9-3-200.	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
2000491 (59)	750 cases	TRAY, FOOD. Four ounce, black plastic. Deep container, 3-1/2 x 3-1/2" x 1-1/4". Textured bottom, side ribbing. 2500 trays per case. Preferred Brand(s) / Model(s) Par-Pak 21927, Douglas Stephens 7300BK.	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000531 (60)	930 cases	TRAY, FOOD. Four fluid ounce, black, 7.5 mil high-temp plastic. For use in ovens, warmers, and microwaves up to 250°. 3-1/2" x 3-1/2" x 1-1/4". 1750 trays per case. Preferred Brand(s) / Model(s) Par-Pak 28005	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	
		Minimum re-order _____	
2000199 (61)	815 cases	TRAY, SANDWICH/TOAST - Foam, square, 500 per case. Preferred Brand(s) / Model(s): Pactiv THI-0150.	_____ case
		_____ Delivery ____ Days ARO	
		Brand Name, Model Number, Etc.	

Please state company name and authorized signature _____

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
 LUNCHROOM AND CUSTODIAL CONSUMABLE SUPPLIES-STOCK
 BID FILE: 068-SRW-0611
 PAGE 21 OF 28

MATERIAL NO.	QUANTITY	DESCRIPTION	UNIT PRICE
--------------	----------	-------------	------------

2000001 (66)	230 cases	WRAP, FOIL, SANDWICH - 12" X 10-3/4" sheets. 3000 sheets per case. Preferred Brand(s) / Model(s) Pactiv W70, Reynolds 721, Western 634, Wilkinson Manufacturing #12105.	_____ case
-----------------	-----------	--	------------

_____ Delivery ____ Days ARO
 Brand Name, Model Number, Etc.

2000144 (67)	25 cases	WRAP, SANDWICH. 15" X 15" sheets of deli- catessen paper. 3000 sheets per case. Preferred Brand(s) / Model(s) Marcal 7223, Papercon SW1515, Brown Paper Goods Co. 7B15.	_____ case
-----------------	----------	---	------------

_____ Delivery ____ Days ARO
 Brand Name, Model Number, Etc.

NOTE: Sign the "Bidder's Acknowledgement" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files."

Please state company name and authorized signature _____

Instructions for Certification

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

U.S. DEPARTMENT OF AGRICULTURE

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, 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 INSTRUCTIONS ON REVERSE)

(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

P/R Award Number or Project Name

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

Signature(s)

Date

INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT

This NON-COLLUSION AFFIDAVIT was published in the Partnership in Purchasing Issue No. 37, dated Winter 1994-95 by the South Eastern Regional Office (SERO) of the USDA. National School Lunch and Breakfast Sponsors are encouraged to use this form on Bids and contracts for \$25,000 or more per year. Each State Agency, School Board or School Food Authority (SFA) may elect to require the use of this certification as part of a responsive bid or contract at their discretion.

This document is designed to protect State and local agencies from becoming targets of antitrust violations such as bid rigging schemes, price fixing agreements and market or customer allocations.

If a bidder signing the affidavit is ever found guilty of unlawful procurement or antitrust activities, these documents can and will be made available to Federal or State Agency officials in taking appropriate criminal and/or civil actions against said bidders.



1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file this affidavit in compliance with these instructions, when required, may result in disqualification of the bid.

USDA NON-COLLUSION AFFIDAVIT

{Attachment A}

State of _____ / _____ : Contract or Bid No. _____
{County}

I state that I am _____ of _____
{Person's Title} {Name of this firm}

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that: (1) the price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, it's affiliates, subsidiaries,
{Name of My Firm}

officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law I any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges
{Name of my Firm}

that the above representations are material and important, and will be relied upon by

_____ I awarding the contract(s) for
{Name of Public Entity}

which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

{Name of Public Entity}
of the true facts relating to submission of bids for this contract(s).

_____ / _____ / _____
{Name of Company Official} {Position} {Date}

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

{NOTARY PUBLIC}

OF _____, 20_____

My Commission Expires:

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to-
 - i. Those prices;
 - ii. The intention to submit an offer; or
 - iii. The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) of this provision:

Name: _____ **Title:** _____

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a) (1) through (a) (3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with their offer a signed statement setting forth in detail the circumstances of the disclosure.

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(vendor's signature)

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the "Verified" column indicating that the item is included in your bid response packet. Please include this checklist along with your bid response. Items checked "Required" must be submitted with your bid response or your bid will be declared non-responsive. Items checked "Requested" should be submitted with your bid response to facilitate the bid evaluation process, and must be on file prior to bid award.

Verified	Required	Requested	Description of Submittal	Page Number
	✓		Completed and signed Bidder Acknowledgement	1
	✓		Completed Bid Form and Specifications	6-20
		✓	U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, U. S. Department of Agriculture Non-Collusion Affidavit and Certification of Independent Price Determination forms. (Must be on file prior to bid award)	22-26