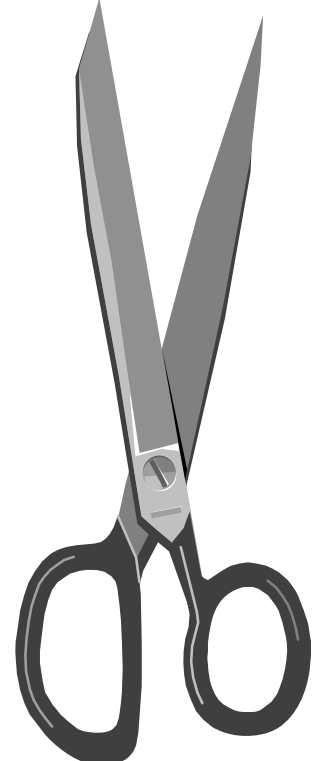


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

<b>DELIVER TO:</b>	PURCHASING DEPARTMENT School Board of Polk County PO Box 391 Bartow, FL 33831-0391
<b>SEALED BID DO NOT OPEN</b>	
<b>SEALED BID NO.:</b>	111-PSC-0608
<b>BID TITLE:</b>	Bakery Products
<b>DUE DATE/TIME:</b>	2:00 PM June 19, 2008
<b>SUBMITTED BY:</b>	_____ 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/districtinfo/departments/businessservices/purchasing.htm> Click on "Vendor Application" from the menu on the left side of the screen and follow the instructions.

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

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

1915 SOUTH FLORAL AVENUE  
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title BAKERY PRODUCTS

Bid File Number: 111-PSC-0608 Posted: June 3, 2008  
Sealed bids will be received until 2:00 PM on June 19, 2008  
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: SCOTT CLANTON telephone (863) 534-0572,  
FAX (863) 534-0802 E-Mail scott.clanton@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: July 31, 2009. Contract(s) awarded from this bid will begin on August 1, 2008 and will run through July 31, 2009.
- F.O.B. DELIVERY POINT: All prices bid must include delivery charges to stated destination(s) as follows: School Cafeterias
- POSTING OF BID AWARDS: Recommended award of this bid will be posted at the School Board Administrative Offices on or about June 23, 2008 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. 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.
19. ATTACHMENTS: All attached sheets are a part of this bid and any special conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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 and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
26. 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.
27. 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.
28. 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.
29. BID RESPONSES: If the bid is to be returned via express mail or in a courier envelope, 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."

SCOTT CLANTON  
DIRECTOR PURCHASING AND WAREHOUSING

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

Rev. Pur . 04/02

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA  
P. O. BOX 391 BARTOW, FLORIDA  
(863) 534-0572 33831

Purchasing Department

**BAKERY PRODUCTS**

BID FILE NO.: 111-PSC-0608 TO BE OPENED: June 19, 2008  
POSTED: June 3, 2008

**SPECIAL TERMS & CONDITIONS:**

1. BID BOND REQUIREMENT: Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of \$5,000. The Check or Bid Bond, made payable to The School Board of Polk County, Florida shall serve as evidence of good faith. The Check or Bid Bond will be returned to bidders after award of the contract.
2. ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE: The district may, at its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
  1. The volatility is due to causes wholly beyond the vendor's control
  2. The volatility affects the marketplace or industry, not just the particular vendor's source of supply
  3. The effect on pricing or availability of supply is substantial
  4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship

In this event, bid prices shall remain firm for the first 90 days of this contract (through October 30, 2008).

A request for a price increase will be accompanied by a copy of notice from manufacturer to bidder, copies of original price lists from manufacturer along with new price lists to bidder, or comparable documentation as agreed upon by Foodservice Director and the Purchasing Director (or their designees).

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the district. Requests for adjustments will not be considered more than once in a 90-day period.

Any price adjustment shall be approved by the Purchasing and Food

Please state company name and authorized signature \_\_\_\_\_

Service Directors (or their designees) prior to the new price becoming effective. The School Board of Polk County reserves the right to drop an item or items from the list of bid items to be purchased if it considers the new prices to exceed its budget.

3. PRICING: Bid prices shall remain firm for the first twelve (12) months of this contract (unless prices are adjusted pursuant to #2 of the Special Terms & Conditions above). The successful bidder will have an opportunity to request an annual price adjustment for the second and subsequent contract extension years (if applicable) of this contract as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics or any successor or substitute index appropriately adjusted for the 12 month period preceding the month in which the request is submitted by the bidder. In the event of a request for price adjustment pursuant to these guidelines, the successful vendor will only be allowed to submit one request for such price adjustment per contract year (August 1<sup>st</sup> to July 31<sup>st</sup>). Any approved request for price adjustment will not take effect until the annual anniversary of the contract start date (August 1<sup>st</sup>) and such price adjustment will be in effect for the 12-month period following said anniversary date.

A request for a price increase will be accompanied by a copy of notice from manufacturer to bidder, copies of original price lists from manufacturer along with new price lists to bidder, or comparable documentation as agreed upon by Foodservice and the Purchasing Directors (or their designees).

Any price adjustment shall be approved by the Purchasing and Food Service Directors (or their designees) prior to the new price becoming effective. The School Board of Polk County reserves the right to drop an item or items from the list of bid items to be purchased if it considers the new prices to exceed its budget.

4. CANCELLATION: In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated without cause as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.
5. LIQUIDATED DAMAGES: Should the awarded vendor fail to perform under the terms and conditions of this Bid the vendor agrees to make payment to the Polk County School Board (the Board) in an amount up to one twelfth of the total estimated annual contract volume (the actual

amount to be paid will be calculated by the Board), unless the failure to perform was caused by acts or omissions of the Board. In addition to the above requirement for Liquidated Damages, the Board may hold the bidder responsible for any additional damages or costs incurred by the Board as a result of the bidder's actions.

6. CERTIFICATION: Bidder shall complete U.S. Department of Agriculture Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions form attached to this bid, and return this document with their bid or prior to bid award.
7. NON-COLLUSION STATEMENT: Bidder shall complete U.S. Department of Agriculture Non-Collusion Affidavit attached to this bid, and return this document with their bid or prior to bid award.
8. 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).

9. COMPLIANCE WITH THE JESSICA LUNSFORD ACT: Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

10. All Bidders must use the attached "BID FORM AND SPECIFICATIONS" form

Please state company name and authorized signature \_\_\_\_\_

for submitting bids.

11. All products delivered shall be fresh products as of the date of delivery. The term "fresh bread" means bread delivered within 18 hours from time of baking. All products shall be wrapped and shall be enriched according to U.S. Government specifications, and such enrichment shall be obtained by using only enriched flour and also by adding all U.S. Government approved additives necessary to meet such specifications for the article bid. All products and packaging shall meet the requirements of the State Board of Health, the Polk County Health Department, the Florida Department of Agriculture and Consumer Services, as well as any other applicable regulating agency.
12. Orders shall be placed in advance (minimum of two (2) days advance notice to supplier) by telephone, mail, or by direct contact with the bidder's agent, in such a manner as may be mutually agreeable to the individual school and the bidder. District and school cafeteria menu planning, publications, and performance are contingent on your meeting this delivery schedule as coordinated with the submission of orders.
13. All deliveries shall be to the individual school. Products are considered fresh for seven (7) days from the day of delivery. If the product fails during that time, the product will be picked up by the successful bidder and replaced or a credit memo will be issued for items picked up. Deliveries must be made to all the county school cafeterias. It is assumed all delivery schedules will be met unless the school food service manager is notified at least 24 hours in advance that any or all items are not to be included in the delivery of the scheduled order. NO DROP DELIVERIES OUTSIDE PERMITTED! If you cannot comply - please do not bid.
14. AWARDS: Contracts to supply bakery products during the school year will be awarded by the School Board to the lowest responsive and responsible bidder on a composite basis for the entire District. It should be recognized, however, that the School Board will only contract for the exclusive service of bakery products delivery and will not contract for, nor guarantee to purchase any particular minimum quantities of bakery products.
15. RENEWAL OPTION: By mutual consent of the School Board of Polk County, Florida, and the successful bidder, this contract may be renewed for additional one-year periods.
16. 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.

17. Bidder receiving award of this contract must participate in any USDA commodity program offered with resulting price credits being given in full to the School Board.
18. All payments are made by the School Food Service Accounting Department, P. O. Box 391, Bartow, Florida 33831. All invoices for a given month are paid by the 12<sup>th</sup> of the month following the month of delivery. In order to facilitate the payment of vendor invoices, the vendor must adhere to the following instructions:

The vendor must issue numbered delivery invoices in triplicate, and all three (3) copies must be signed by the School Food Service Manager or designee for you to receive payment for the items delivered.

Two (2) copies (original and 1 carbon) left with manager at time of delivery.

One (1) copy to be returned to vendor.

NOTE:NO SALESMEN ARE TO CALL ON THE SCHOOLS. If you wish to demonstrate new products please contact Susan Ehrhart at (863) 534-0590.

A current list of the School Food Service Managers at the various Polk County Public Schools with school addresses and telephone numbers will be furnished to the successful bidder.

19. Supplier shall not deliver products that are not a part of this bid without previous approval of the Foodservice Program Specialist and the Purchasing Director.
20. PACKAGING: Bids must be submitted on per loaf/package weight and per package count as listed on the BID FORM AND SPECIFICATIONS. No changes on per loaf/package weight or package count will be considered.
21. 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.
22. ADDITIONAL PURCHASES: The School Board of Polk County also reserves the right to issue additional purchase orders at bid prices for immediate delivery through the effective date of the bid.
23. EMPLOYEES: The awarded contractor shall be fully and solely responsible for all matters (including the actions of his subcontractors) regarding the personal safety of school personnel and students. The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

- 24. ADDENDA: It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website to ensure receipt of all addenda.
- 25. ADDITIONAL ITEMS: If, during the contract period, new bakery product items become available that may be evaluated by the School Foodservice Department, such items may be added to this contract if determined by the School Foodservice Department and the Purchasing Department that it would be in the best interest of the District (this may include packaging changes for existing items). Such products and prices or packaging changes must be approved by the Foodservice Program Specialist and the Purchasing Director before the items may be added to the contract. All supporting documentation will be maintained in the bid/contract file.
- 26. INSURANCE: The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation . . . . .	Statutory
Commercial General Liability .....	Combined Single Limit \$1,000,000 per occurrence
Automobile Liability .....	\$1,000,000 Combined Single Limit
All owned autos, or any auto if vehicles other than owned are used).	

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for all required insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the VENDOR. A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

27. SAMPLES: Upon request, vendors should be prepared to furnish exact sample(s) within 48 hours of request for specified item(s)/commodity(s). Such submittals shall include complete specifications and nutritional information for the item. Failure to furnish samples within the specified time frame may be cause to consider the bid non-responsive. All samples are to be plainly and

Please state company name and authorized signature \_\_\_\_\_

securely marked with the name of the bidder and bid number, and sent PREPAID to:

Polk County Schools  
Warehouse & Distribution  
Attn: Greg Brantley, Quality Assurance Specialist  
965 Highway 60, East  
Bartow, FL 33830

Samples are accepted between the hours of 7:00 am and 2:30 pm. Samples may be evaluated by a committee. When a committee is used, item(s) selected and recommended will be those found to be in the best interest of the Board. Criteria used for selection, includes, but is not limited to; compliance with specifications, price, lead time, taste acceptability and packaging.

28. DELIVERY OF APPROVED BRANDS: A supplier may not change from one approved product to another without written approval from the School District Foodservice Department Program Specialist and Purchasing Director during the course of the bid period. If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to the Director of School Foodservice. Letters from brokers or distributors are not acceptable in lieu of a manufacturer's letter.
29. ITEM SUBSTITUTIONS AND OUT-OF-STOCKS: A contract distributor must not substitute brands without prior approval by the School District, Foodservice Department Program Specialist and Purchasing Director. Distributors shall make no substitutions, which have not been requested or approved. The district reserves the right to deny payment on substituted items when made without prior approval. If the district pre-approves a substitution, the out of stock item must be labeled as "out of stock" on the invoice and the item approved for substitution must be labeled "substitute" on the invoice
30. DISTRIBUTOR'S MINIMUM QUALIFICATIONS: The District reserves the right to ascertain, subsequent to the bid opening, whether or not a vendor meets the requirements to be considered a responsible bidder. Bidders must demonstrate to district officials that they have the capacity to procure, store, and deliver merchandise covered by this bid in the volume necessary to efficiently administer the provisions of any resulting contract. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act, as well as all State and local statutes, regulations, and ordinances. If it is determined by a review committee of district officials that a bidder is not responsible and the determination is substantiated to the satisfaction of the School Board, the bid submitted by that supplier will be rejected. The criteria used to determine responsibility shall include, but not be limited to, the following:
  1. Delivery Ability: Bidders must have a record or must otherwise demonstrate to School District officials the ability to promptly and efficiently deliver all the approved items as specified on the bid list.

2. Capacity: Bidders may be required to participate in an on site facility review by a District Review Committee to show that they have the physical capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
3. Reliability: A distributor may be considered irresponsible if for any reason other than an Act of God, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type in this district or have failed to properly communicate with district officials on matters essential to a contract of this type.
4. Accounting Procedures: To be considered for award, a bidder must clearly demonstrate to district officials, the capability to provide accurate, reliable and timely invoices, statements, utilization reports, and credits.
5. Facilities and Equipment: Bidders must possess the warehouse facilities required to safely and securely store the products required by these specifications, including at least a two-week inventory of product. Refrigeration facilities used for storing chilled products must meet recommendations of the refrigeration Research Council. Delivery temperatures of chilled foods shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. The District reserves the right to qualify any or all bidders and to reject any bidder not meeting any of these facility and equipment requirements associated with, and necessary for, the safe and sanitary storage and delivery of the food items requested in these specifications. The successful bidder's facilities and operating practices must be in compliance with the United States Food, Drug and Cosmetic Act, as well as any State and local statute, regulation or ordinance at all times.
6. Delivery Equipment: Bidders must show evidence of ownership or written evidence of a long-term lease, to obtain vehicular equipment necessary to effect efficient day-to-day delivery schedules from start-up. The district does not presume to dictate the type of vehicles necessary to maintain an efficient day-to-day delivery schedule, however; bidders should know that all delivery sites do not provide state-of-the-art unloading and food handling facilities. Some sites, in fact, may fall short of normal standards. Most school sites do not accommodate trailer rigs at dockside.
31. IMPORTED PRODUCTS: The Federal "Buy American" Policy mandates that school districts participating in the National School Lunch Programs purchase only food products that are produced in the United States, whenever possible. Additionally, bidders must be able to provide documentation verifying domestic origin or products, if requested.
32. DELIVERY
  - Bakery products to be delivered to approximately 110 sites. See attached school site listing at the end of this Invitation to Bid. Most schools will be scheduled for every other day delivery. As additional schools are constructed and occupied, they will be added to the list.

- Delivery shall be to the cafeteria. It shall be the responsibility of the successful bidder to remove all empty cases in which product has been delivered.
  - Deliveries are to be made between the hours of 12:01 am and 2:00 pm on any day that meals are served in school cafeterias during the contract period.
  - Many school cafeterias supply a key to the vendor awarded the bid, to enable the vendor to make deliveries to the cafeteria prior to the time of arrival of school cafeteria personnel. These keys are held in trust by the vendor only so long as they have a current bid award.
  - The supplier shall be required to deliver fresh product to all delivery sites after the Thanksgiving Break, Winter Break, Spring Break, and Summer Break prior to the start of the first meal service upon return from the break. (Exception: Except in schools that have a summer feeding program (approximately 15 schools), which will also require delivery during the Summer.)
  - A schedule showing days of operation will be furnished to the successful bidder(s). Products may not be left on loading docks before school hours.
  - All arrangements for deliveries will be coordinated with the Foodservice Program Specialist or designee and approved prior to any deliveries. All products must be in prime condition at time of delivery.
33. CONDITION OF PRODUCT: Product shall be delivered in a clean condition, free of dirt, sand, grease or other foreign material in clean packaging. Packages containing contaminated product shall be replaced without charge. The conditions causing the packages to be replaced must not be extensive nor a consistently recurring problem.
34. QUALITY ASSURANCE: Any items suspected of not meeting specifications may be pulled and sent to a USDA laboratory for analysis. If test analysis reveals the product is not "as specified", the supplier will be billed for the cost of the testing. Furthermore, samples will be analyzed monthly thereafter with all costs of testing to be born by the supplier.
35. EMERGENCIES: In the event of strikes, fires or other emergency type situations, deliveries will be adjusted accordingly. The vendor shall be responsible for any additional special deliveries required in case of emergency.
36. USAGE REPORTS: The successful bidder must provide a monthly summary by item and year-to-date usage figures to the Food Service Department.

These reports are due in the office of School Food Service on the 10<sup>th</sup> of the month following the reporting calendar month and shall give a detailed listing by product descriptions, brand and selling price of

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the products delivered. Emergency or non-bid items delivered are to be set out from bid award items and identified as such.

Estimated quantities may be affected by amounts of USDA commodities received by Polk County Schools. The School District reserves the right to cancel order amounts upon two (2) weeks notice to the vendor when USDA commodities are anticipated.

BID FORM AND SPECIFICATIONS

Vendors must bid on all items for their bid to be considered. The award will be made to one vendor on a composite basis. Bids must be submitted on per loaf/package weight and per package count as listed in the DESCRIPTION below. No changes on per loaf/package weight or per package count will be considered.

ITEM NUMBER	DESCRIPTION	UNIT PRICE
-------------	-------------	------------

NOTE: The quantities indicated are for computation purposes only.

- |         |  |                  |
|---------|--|------------------|
| 3200047 | <u>WHITE PULLMAN SANDWICH BREAD</u> - Wrapped, enriched, sliced approximately 3/8" thick slice to measure approximately 4" x 4 1/2" square. Loaf shall not be less than 1 1/2 lb. (24 oz.) baked weight. Estimated quantity 26,340 loaves. | \$ _____<br>loaf |
| 3200046 | <u>WHOLE WHEAT PULLMAN SANDWICH BREAD</u> - meeting the above specifications. Loaf shall not be less than 1 1/2 lb. (24 oz.) baked weight. Estimated quantity 7,540 loaves.  | \$ _____<br>loaf |
| 3200319 | <u>HOT DOG BUNS</u> - White, standard size, sliced, enriched, not less than 16 oz. per dozen baked weight, each approximately 6" in length, and wrapped 16 per package count. Estimated quantity 28,040 packages.                          | \$ _____<br>pkg. |
| 3200712 | <u>HAMBURGER BUNS</u> - White, standard size, sliced, enriched, not less than 20 oz. per dozen baked weight, each approximately 4" in diameter, and wrapped 12 per package count. Estimated quantity 192,640 packages.                     | \$ _____<br>pkg. |
| 3200713 | <u>STEAK ROLLS</u> - White, sliced, enriched, approximately 6" each, not less than 2.5 oz. each baked weight, and wrapped 12 per package count. Estimated quantity 29,410 packages.  | \$ _____<br>pkg. |
| 3200052 | <u>SUB BUNS</u> - White, enriched, approximately 13" each, not less than 20 oz. per package baked weight, and wrapped 4 per package count. Estimated quantity 1,340 packages.  | \$ _____<br>pkg. |
| 3200220 | <u>ENGLISH MUFFINS</u> - White, sliced, enriched. Not less than 24 oz. per dozen baked weight, and wrapped 12 per package count. Estimated quantity 1,290 packages.  | \$ _____<br>pkg. |
| 3200714 | <u>WHEAT HAMBURGER BUN</u> - Standard size, sliced, enriched, not less than 20 oz. per dozen baked weight, each approximately 4" in diameter and wrapped, 12 per package count. Estimated quantity 35,750 packages.                        | \$ _____<br>pkg. |

NOTE: Bid to be awarded on a composite basis, however, unit costs are necessary for accounting purposes.

NOTE: The Bidder Acknowledgement section on Page 1 of our "Invitation to Bid," must be properly completed and signed for your bid to be accepted. Sign and return the original copy of the Invitation to Bid and retain a photocopy for your files.

Please state company name and authorized signature \_\_\_\_\_

**School Sites**

<b>Alta Vista Elementary</b> 801 Scenic Highway Haines City, FL 33844	<b>Kathleen Middle</b> 3627 Kathleen Pines Lakeland, FL 33810
<b>Alturas Elementary</b> 4th & Oak Alturas, FL 33820	<b>Kathleen Sr.</b> 2600 Crutchfield Rd. Lakeland, FL 33805
<b>Apple A Day Café</b> 1915 S. Floral Ave. Bartow, FL 33830	<b>Kingsford Elementary</b> 1400 Dean St. Mulberry, FL 33860
<b>Auburndale Central Elementary</b> 320 Lemon St. Auburndale FL 33823	<b>Lake Alfred Elementary</b> 550 E. Cummings St. Lk Alfred, FL 33850
<b>Auburndale Sr. High</b> 1 Bloodhound Trail Auburndale, FL 33823	<b>Lake Gibson Middle</b> 6901 N. Socrum Loop Rd.Lakeland, FL 33809
<b>Babson Park Elementary</b> 815 Alt. Highway 27 Babson Park, FL 33827	<b>Lake Gibson Sr.</b> 7007 N. Socrum Loop Rd.Lakeland, FL 33809
<b>Bartow Elementary Academy</b> 590 S. Wilson Ave. Bartow, FL 33830	<b>Lake Region Sr.</b> 1995 Thunder Rd. Eagle Lake, FL 33839
<b>Bartow Middle</b> 550 E. Clower St. Bartow, FL 33830	<b>Lake Shipp Elementary</b> 250 Camellia Dr. SW Winter Haven, FL 33880
<b>Bartow Senior High</b> 1270 S. Broadway Bartow, FL 33830	<b>Lake Marion Creek School</b> 3055 Lk. Marion Creek Rd., Poinciana, FL 34759
<b>Ben Hill Griffin Elementary</b> 501 McCloud Rd. Frostproof FL 33843	<b>Lake Wales Sr</b> 1009 N. 6th St. Lake Wales, FL 33853
<b>Bethune Academy</b> 900 Avenue F Haines City, FL 33844	<b>Lakeland Highland Middle</b> 740 Lake Miriam Dr. Lakeland, FL 33813
<b>Blake Academy</b> 510 Hartsell Ave. Lakeland, FL 33801	<b>Lakeland Sr.</b> 726 Hollingsworth Rd. Lakeland, FL 33801
<b>Boone Middle</b> 225 S. 22nd St. Haines City, FL 33844	<b>Laurel Elementary</b> 1851 Laurel Ave., Poinciana, FL 34759
<b>Boswell Elementary</b> 2820 K-Ville Ave. Auburndale, FL 33823	<b>Lawton Chiles Middle</b> 400 N. Florida Ave. Lakeland, FL 33801
<b>Brigham Academy</b> 6th St. & Ave. C, SE Winter Haven, FL 33880	<b>Lena Vista Elementary</b> 925 S. Berkley Rd. Auburndale, FL 33823
<b>Caldwell Elementary</b> 141 Dairy Rd. Auburndale FL 33823	<b>Lewis Elementary</b> 115 S. Oak Ave. Ft. Meade, FL 33841
<b>Carlton Palmore Elementary</b> 3725 Cleveland Hgts Blvd. Lakeland, FL33803	<b>Lime Street Elementary</b> 1225 E. Lime St. Lakeland, FL 33801
<b>Chain of Lakes Elementary</b> 701 S. R. 653, Winter Haven, FL 33884	<b>Lincoln Avenue Academy</b> 1330 N. Lincoln Ave. Lakeland, FL 33805
<b>Churchwell Elementary</b> 8201 Park Byrd Rd. Lakeland FL 33810	<b>Loughman Oaks Elementary</b> 4600 N. Highway 17-92 Loughman, FL 33858
<b>Cleveland Court Elementary</b> 328 Edgewood Dr. Lakeland FL 33803	<b>McKeel Academy</b> 1810 W. Parker St. Lakeland, FL 33801
<b>Combee Elementary</b> 2805 Morgan Combee Rd. Lakeland FL33801	<b>McLaughlin Middle</b> 800 S. 4th St. Lake Wales, FL 33853
<b>Crystal Lake Elementary</b> 700 Galvin Dr. Lakeland FL 33801	<b>Medulla Elementary</b> 850 School House Rd. Lakeland, FL 33813
<b>Crystal Lake Middle</b> 2410 N. Crystal Lk. Dr. Lakeland FL 33801	<b>Mulberry Middle</b> 500 SE 9th Ave. Mulberry, FL 33860
<b>Davenport School of the Arts</b> 8 Palmetto St. Davenport, FL 33837	<b>Mulberry Sr.</b> #1 Panther Place Mulberry, FL 33860
<b>Denison Middle</b> 400 Ave A, SE Winter Haven,FL 33880	<b>N.E. Roberts Elementary</b> 6600 Green Rd. Lakeland, FL 33809
<b>Discovery Academy</b> 1000 Buena Vista Blvd. Lk.Alfred, FL33850	<b>North Lakeland Elementary</b> 410 Robson St. Lakeland, FL 33805

Please state company name and authorized signature \_\_\_\_\_

<b>Dixieland Elementary</b> 416 W. Ariana St. Lakeland, FL 33803	<b>Oscar J. Pope Elementary</b> 2730 Maine Ave. Eaton Park, FL 33840
<b>Dundee Elementary</b> 215 Frederick Ave. Dundee, FL 33838	<b>Padgett Elementary</b> 110 Lelon Rd. Lakeland, FL 33809
<b>Dundee Ridge Middle</b> 5550 Lk Trask Rd. Dundee, FL 33838	<b>Palmetto Elementary</b> 315 Palmetto St., Poinciana, FL 34759
<b>Eagle Lake Elementary</b> 400 Crystal Beach Rd. Eagle Lk, FL 33839	<b>Pinewood Elementary</b> 1400 Gilbert St. Eagle Lake, FL 33839
<b>Eastside Elementary</b> 1820 E. Johnson Ave. Haines City, FL 33844	<b>Polk Avenue Elementary</b> 110 E. Polk Ave. Lake Wales, FL 33853
<b>Elbert Elementary</b> 205 15th St., NE Winter Haven, FL 33881	<b>Polk City Elementary</b> 125 S. Bougainvillea Ave. Polk City, FL 33868
<b>Floral Ave. Elementary</b> 1530 S. Floral Ave. Bartow, FL 33830	<b>Purcell Elementary</b> 305 NE 1st Ave. Mulberry, FL 33860
<b>Frostproof Elementary</b> 118 W. Third St. Frostproof, FL 33843	<b>R. Bruce Wagner Elementary</b> 5500 Yates Rd. Lakeland, FL 33811
<b>Frostproof Middle/Sr.</b> 100 N. Palm St. Frostproof, FL 33843	<b>Ridge Community High School</b> 500 Orchid Dr. Davenport, FL 33837
<b>Ft. Meade Middle/Sr. High</b> 700 Edgewood Dr. Ft. Meade, FL 33841	<b>Rochelle School of the Arts</b> 1501 MLK Jr. Ave. Lakeland, FL 33805
<b>Garden Grove Elementary</b> 4599 Cypress Gardens Rd. Winter Haven FL 33881	<b>Roosevelt Academy of Leadership</b> 115 "E" St. Lake Wales, FL 33853
<b>Garner Elementary</b> 2500 Havendale Blvd. Winter Haven, FL 33881	<b>Sandhill Elementary</b> 1801 Tyner Rd. Haines City, FL 33844
<b>George Jenkins Sr.</b> 6000 Lakeland Highlands Rd. Lakeland, FL33803	<b>Scott Lake Elementary</b> 1140 E. State Rd. 540-A Lakeland, FL 33813
<b>Gibbons St. Elementary</b> 1860 E. Gibbons St. Bartow, FL 33830	<b>Sikes Elementary</b> 2727 Shepherd Rd. Lakeland, FL 33811
<b>Griffin Elementary</b> 3315 Kathleen Rd. Lakeland, FL 33809	<b>Sleepy Hill Elementary</b> 2285 Sleepy Hill Rd., Lakeland, FL 33810
<b>Haines City Sr. High</b> 2800 Hornet Dr. Haines City, FL 33844	<b>Sleepy Hill Middle</b> 2215 Sleepy Hill Rd. Lakeland, FL 33810
<b>Highland City Elementary</b> 5355 9th Street, SE Highland City, FL 33846	<b>Snively Elementary</b> 1004 Snively Ave. Winter Haven, FL 33880
<b>Highlands Grove Elementary</b> 4510 Lakeland Highlands Rd., Lakeland, FL 33813	<b>Socrum Elementary</b> 9400 Old Dade City Rd. Lakeland, FL 33809
<b>Hillcrest Elementary</b> 1051 Hesperides Rd. Lake Wales, FL 33853	<b>Seth Mckeel Elementary Academy</b> 411 N. Florida Ave., Lakeland, FL 33801
<b>Horizons Elementary</b> 1700 Forest Lake Drive, Davenport, FL 33827	<b>Southwest Elementary</b> 2650 Southwest Ave. Lakeland, FL 33803
<b>Lake Alfred Addair Middle</b> 925 N. Buena Vista Blvd. Lk Alfred FL 33850	<b>Southwest Middle</b> 2815 S. Eden Pkwy Lakeland, FL 33803
<b>Inwood Elementary</b> 2200 Ave. G, NW Winter Haven, FL 33881	<b>Spook Hill Elementary</b> 321 North Ave. Lake Wales, FL 33853
<b>Janie Howard Wilson Elementary</b> 306 Florida Ave. Lake Wales, FL 33853	<b>Stambaugh Middle</b> 226 N. Main St. Auburndale, FL 33823
<b>Jenkins Academy of Technology</b> 701 Ledwith Ave. Haines City, FL 33844	<b>Stephens Elementary</b> 1350 N. Maple Ave. Bartow, FL 33830
<b>Jesse Keen Elementary</b> 815 Plateau Ave. Lakeland, FL 33801	<b>Tenoroc High School</b> 4905 Saddle Creek Rd., Lakeland, FL 33801
<b>Jewett Middle Academy</b> 601 Ave. T., NE, Winter Haven, FL 33881	<b>Union Academy</b> 1795 E. Wabash St. Bartow, FL 33830

<b>Jewett School of the Arts</b> 2250 Brown St. Winter Haven, FL 33881	<b>Valleyview Elementary</b> 2900 E. State Rd. 540A Lakeland, FL 33813
<b>Kathleen Elementary</b> 3515 Sheretz, Lakeland FL 33809	<b>Wahneta Elementary</b> 4th St., E. Winter Haven, FL 33880
	<b>Watson Elementary</b> 6800 Walt Williams Rd. Lakeland, FL 33809
	<b>Westwood Middle</b> 3520 Ave. J, NW Winter Haven, FL 33881
	<b>Winston Elementary</b> 3415 Swindel Rd. Lakeland, FL 33809
	<b>Winter Haven Sr.</b> 600 6th St. SE Winter Haven, FL 33881

Please state company name and authorized signature \_\_\_\_\_

**SUBMITTALS CHECKLIST**

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, but will not be cause for declaring your bid non-responsive.

Verified	Required	Requested	Description of Submittal	Page Number
	√		Completed and signed Bidder Acknowledgement	1
	√		Certified or Cashier's Check or Bid Bond	5
	√		Completed Bid Form and Specifications	15
		√	Completed and signed Certification Regarding Debarment	21
		√	Completed and signed Non-Collusion Affidavit	23

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.

Form AD - 1048 (1/92)

U.S. DEPARTMENT OF AGRICULTURE

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

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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.

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Organization Name

P/R Award Number or Project Name

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

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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.

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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.

Please state company name and authorized signature \_\_\_\_\_

