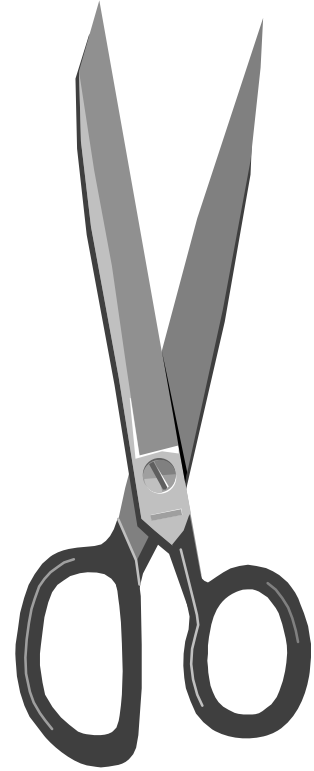


**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.**

<b>DELIVER TO:</b>	<b>PURCHASING DEPARTMENT</b> <b>School Board of Polk County</b> <b>PO Box 391</b> <b>Bartow, FL 33831-0391</b>
<b>SEALED BID DO NOT OPEN</b>	
SEALED BID NO.:	
BID TITLE:	
DUE DATE/TIME:	
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 Spring or Purified Bottled Water

Bid File Number 005-PLA-0708 Mailed June 22, 2007

Sealed bids will be received until 2:00 p.m. on Thursday, July 12, 2007 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: Lynn Adams telephone 863-534-0563, FAX 863-534-0802, E-Mail Lynn.Adams@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: 7/31/08. Contract(s) awarded from this bid will begin on 8/1/07 and will run through 7/31/08.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: Various Polk County Schools
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about 7/16/07 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. 63-04-059207-53C)

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.

SCOTT CLANTON  
DIRECTOR, PURCHASING AND WAREHOUSING

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

**Special Terms and Conditions**

**A.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 line outs 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.

B. All Bidders must use the attached form for submitting bids. Bid prices shall remain firm through the contract period.

**C.CONTRACT PERIOD/CONTRACT PERIOD EXTENSION/PRICE ADJUSTMENT:** The contract period is August 1, 2007 through July 31, 2008. Bid prices shall remain fixed for this contract period. The Board reserves the right to extend the contract period for additional one (1) year period(s) beyond the initial contract period (August 1, 2007 through July 31, 2008) provided the Bidder is in agreement. The successful bidder will have an opportunity to request a price adjustment for contract extension periods. The request for price adjustment must be submitted in writing no later than 90 calendar days prior to the annual anniversary of the contract start date (August 1st). The successful vendor will only be allowed to submit one request for price adjustment per contract extension period. Any approved request for price adjustment will not take effect until the annual anniversary of the contract start date (August 1st) and such price adjustment will be in effect for the contract extension period following said anniversary date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) 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 appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Please see the example shown in Attachment 1. Any price adjustment shall be approved by the Purchasing Director prior to the new price becoming effective.

D. **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. Because all testing is done with students, no testing of food items during the summer months is possible. To arrange for a product test, please contact Susan Ehrhart, School Foodservice Department, 863-534-0590 or [susan.ehrhart@polk-fl.net](mailto:susan.ehrhart@polk-fl.net).

The District shall be the sole judge of product testing and recommendation and its decision shall be final.

E. All products shall be delivered at least one month before expiration date of product. All packaging shall meet the requirements of the State Board of Health, the Polk County Health Department, and the Florida Department of Agriculture and Consumer Services.

F.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 cafeterias and the bidder.

- G. A current list of the School Foodservice Managers at the various Polk County Public Schools with school addresses and telephone numbers will be furnished to the successful bidder. NO SALESMEN ARE TO CALL ON THE SCHOOLS. If you wish to demonstrate new products, please contact Susan Ehrhart, Program Specialist, Foodservice Department.
- H. Deliveries shall be made to individual schools within 48 hours after receipt of order (or every two weeks if a regular route has been established). All orders shall be delivered as specified on the order, that is by 8:00 a.m., on the delivery date indicated on the order, or where daily delivery is specified. The delivery shall be made to each school cafeteria by 8:00 a.m., except on days in which school is not in session. Delivery must be made to all the county school cafeterias. It is assumed all delivery schedules will be met unless the School Foodservice manager is notified at least 24 hours in advance that any or all items are not included in the delivery of the scheduled order. NO DROP DELIVERIES OUTSIDE PERMITTED! All orders must be received and signed for by the Foodservice manager or other school authority. If you cannot comply - please do not bid.
- I. DO NOT MAIL STATEMENTS TO INDIVIDUAL SCHOOLS. It is not necessary that we have a monthly statement for each school.
- J. All payments are made by the School Foodservice Accounting Department, P. O. Box 391, Bartow, Florida 33831 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 Foodservice Manager (or her designated agent in her absence) for you to receive payment for the items delivered. Payment of all invoices will be made on or about the 15th of the following month.

Two (2) copies (original and one carbon) left with Manager at time of delivery.

One (1) copy to be returned to vendor.

The vendor may, though not required, forward monthly statements (with all signed numbered delivery invoices attached) directly to the School Foodservice Accounting Department. All delivery invoices supporting monthly statements must be in exact agreement with copies of delivery invoices left with the School Foodservice Manager. If for any reason it is necessary to make a change on a delivery invoice, cancel an order, or return merchandise, the action must be initialed by the vendor's driver on all three (3) copies of the delivery invoice.

**K. 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 80.36II)(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).

**L. DEPARTMENT, 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.

**M. NON-COLLUSION STATEMENT:** USDA Non-Collusion Affidavit attached must be filled out and returned with your bid.

**N. COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Recent changes to Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, comply with the level 2 screening requirements of the Statute. The required level 2 screening includes fingerprinting that must be conducted by the District, an F.D.L.E. background screening and any other appropriate background check. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/transportation/fingerprinting.htm> for more complete information on this topic. Particular attention should be given to The Superintendent's Notification Letter to Vendors and Letter from the Director of Safe Schools.

**O. 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.

P. **QUANTITIES:** The quantities shown are estimates only based on estimated ongoing school needs throughout the period of this bid. The School Board does not guarantee purchase of these estimated quantities and reserves the right to make additional purchases to meet other needs that have not been anticipated.

Q. **ADDITIONAL ITEMS:** If, during the contract period, new product items become available that may be evaluated by the School Foodservice Department, such items may be added to this contract if determined by School Foodservice and Purchasing that it would be in the best interest of the District. Such products and prices must be approved by 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.

R. **"BUY AMERICAN PROVISION"**

- Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs.
- The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **"substantially"** using agriculture commodities that are produced in the United States. **"Substantially"** means over 51 percent of the final processed product consists of agricultural commodities which were grown domestically.

I, \_\_\_\_\_ of \_\_\_\_\_  
Authorized name Company name

certify that all products offered here by my company meet the "Buy American Provision".

S. **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.

BID SPECIFICATIONS AND BID FORM

1. SCOPE - This agreement covers the purchase and delivery of spring or purified bottled water as ordered by individual schools in the Polk County Public School District.
2. DESCRIPTION - Spring or Purified Water meeting industry standards for Spring or Purified water.
3. CONTAINERS - The following containers have been approved for packaging water. All water is to be provided in polyester (PET) unbreakable bottles. Bottles will be sanitary, clean and have a tamper evident, replaceable lid and be free of dirt, dust, scratches or abrasions.
4. SERVICE - Furnish spring or purified bottled water during the term of this agreement in accordance with specifications contained in the bid request. Service may also include the removal of cardboard cartons or plastic crates and empty PET units to be disposed of or recycled by the bidder.

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MATERIAL NUMBER	EST. QUANTITY	DESCRIPTION	PRICE
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2000619 (1)	200,000 Units	<b>BOTTLED WATER, SMALL</b> - Item to be used primarily in elementary schools. Item <u>must</u> be eight (8) ounces in size. <b>Preferred Brands:</b> Grayson, Mt. Shasta, Zephyrhills, Viveau, LaCroix. Fountain Head, Ice River Springs, Mr. J's Klear Splash Premium Water.	
<hr style="width: 70%; margin-left: 0;"/> Brand Name			
		<hr style="width: 50%; margin-left: auto; margin-right: 0;"/> OZ./UNIT	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/> UNIT/CASE
			\$ _____/CS
			\$ _____/OZ.

MATERIAL NUMBER	EST. QUANTITY	DESCRIPTION	PRICE
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2000594 (2)	150,000 Units	<b>BOTTLED WATER, LARGE</b> - Item to be used primarily in secondary schools. Item <u>must</u> range in size between 16-20 ounces. <b>Preferred Brands:</b> Grayson, Mt. Shasta, Zephyrhills, Viveau, LaCroix. Fountain Head, Ice River Springs, Mr. J's Klear Splash Premium Water.	
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\_\_\_\_\_  
 Brand Name

\_\_\_\_\_  
 OZ./UNIT                      UNIT/CASE                      \$ \_\_\_\_\_/CS

\_\_\_\_\_  
 \$ \_\_\_\_\_/OZ.

2000595 (3)	250,000 Units	<b>LARGE W/SPORTS CAP</b> - Item to be used primarily in secondary schools. Item <u>must</u> range in size between 16-20 ounces and have a pop-up sports cap on the bottle. <b>Preferred Brands:</b> Grayson, Mt. Shasta, Zephyrhills, Viveau, LaCroix. Fountain Head, Ice River Springs, Mr. J's Klear Splash Premium Water.	
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\_\_\_\_\_  
 Brand Name

\_\_\_\_\_  
 OZ./UNIT                      UNIT/CASE                      \$ \_\_\_\_\_/CS

\_\_\_\_\_  
 \$ \_\_\_\_\_/OZ.

NOTE: PLEASE BID ONLY PREFERRED BRANDS AS SPECIFIED ABOVE. NO ITEM WILL ACCEPTED AS AN ALTERNATE THAT HAS NOT BEEN TESTED AND APPROVED BY THE FOODSERVICE DEPARTMENT. VENDORS WISHING TO SUBMIT BRANDS FOR TESTING AND APPROVAL ON FUTURE BIDS MAY DO SO BY CONTACTING THE PROGRAM SPECIALIST IN THE FOODSERVICE DEPARTMENT.

NOTE: THIS WILL BE A COMPOSITE BID AWARD TO ONE VENDOR BASED ON THE COST PER OUNCE AND THE ESTIMATED QUANTITIES. Please indicate any type of display equipment that will be available to our foodservice operations to merchandise the above products.

**ATTACHMENT "A"**

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.

- 
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.

1. Failure to file this affidavit in compliance with these instructions, when required, may result in disqualification of the bid.



**Apple A Day Café**

1915 S. Floral Ave. Bartow, FL 33830

**Auburndale Central Elementary**

320 Lemon St. Auburndale FL 33823

**Auburndale Sr. High**

1 Bloodhound Trail Auburndale, FL 33823

**Babson Park Elementary**

815 Alt. Highway 27 Babson Park, FL 33827

**Bartow Elementary Academy**

590 S. Wilson Ave. Bartow, FL 33830

**Bartow Middle**

559 E. Clower St. Bartow, FL 33830

**Bartow Senior High**

1270 S. Broadway Bartow, FL 33830

**Ben Hill Griffin Elementary**

501 McCloud Rd. Frostproof FL 33843

**Berkley Elementary**

900 Avenue F Haines City, FL 33844

**Blake Academy**

510 Hartsell Ave. Lakeland, FL 33801

**Boone Middle**

225 S. 22nd St. Haines City, FL 33844

**Boswell Elementary**

2820 K-Ville Ave. Auburndale, FL 33823

**Brigham Academy**

6th St. & Ave. C, SE Winter Haven, FL 33880

**Caldwell Elementary**

141 Dairy Rd. Auburndale FL 33823

**Carlton Palmore Elementary**

3725 Cleveland Hgts Blvd. Lakeland,  
FL33803

**Churchwell Elementary**

8201 Park Byrd Rd. Lakeland FL 33810

**Cleveland Court Elementary**

328 Edgewood Dr. Lakeland FL 33803

**Combee Elementary**

2805 Morgan Combee Rd. Lakeland FL33801

**Crystal Lake Elementary**

700 Galvin Dr. Lakeland FL 33801

**Crystal Lake Middle**

2410 N. Crystal Lk. Dr. Lakeland FL 33801

**Davenport School of the Arts**

8 Palmetto St. Davenport, FL 33837

**Dixieland Elementary**

416 W. Ariana St. Lakeland, FL 33803

**Dundee Elementary**

215 Frederick Ave. Dundee, FL 33838

**Dundee Ridge Middle**

5550 Lk Trask Rd. Dundee, FL 33838

**Eagle Lake Elementary**

400 Crystal Beach Rd. Eagle Lk, FL 33839

**Eastside Elementary**

1820 E. Johnson Ave. Haines City, FL 33844

**Elbert Elementary**

205 15th St., NE Winter Haven, FL 33881

**Floral Ave. Elementary**

1530 S. Floral Ave. Bartow, FL 33830

**Ft. Meade Middle/Sr. High**

700 Edgewood Dr. Ft. Meade, FL 33841

**Frostproof Elementary**

118 W. Third St. Frostproof, FL 33843

**Frostproof Middle/Sr.**

100 N. Palm St. Frostproof, FL 33843

**Garden Grove Elementary**

4599 Cypress Gardens Rd. Winter Haven FL  
33881

**Garner Elementary**

2500 Havendale Blvd. Winter Haven, FL 33881

**George Jenkins Sr.**

6000 Lakeland Highlands Rd. Lakeland, FL33803

**Gibbons St. Elementary**

1860 E. Gibbons St. Bartow, FL 33830

**Griffin Elementary**

3315 Kathleen Rd. Lakeland, FL 33809

**Haines City Sr. High**

2800 Hornet Dr. Haines City, FL 33844

**Highland City Elementary**

5355 9th Street, SE Highland City, FL 33846

**Hillcrest Elementary**

1051 Hesperides Rd. Lake Wales, FL 33853

**Homer Addair Career Academy**

925 N. Buena Vista Blvd. Lk Alfred FL 33850

**Inwood Elementary**

2200 Ave. G, NW Winter Haven, FL 33881

**Janie Howard Wilson Elementary**

306 Florida Ave. Lake Wales, FL 33853

**Jenkins Academy of Technology**  
701 Ledwith Ave. Haines City, FL 33844

**Jesse Keen Elementary**  
815 Plateau Ave. Lakeland, FL 33801

**Jewett School of the Arts**  
2250 Brown St. Winter Haven, FL 33881

**Kathleen Elementary**  
3515 Sheretz, Lakeland FL 33809

**Kathleen Middle**  
3627 Kathleen Pines Lakeland, FL 33810

**Kathleen Sr.**  
2600 Crutchfield Rd. Lakeland, FL 33805

**Kingsford Elementary**  
1400 Dean St. Mulberry, FL 33860

**Lake Alfred Elementary**  
550 E. Cummings St. Lk Alfred, FL 33850

**Lake Gibson Middle**  
6901 N. Socrum Loop Rd. Lakeland, FL  
33809

**Lake Gibson Sr.**  
7007 N. Socrum Loop Rd. Lakeland, FL  
33809

**Lake Region Sr.**  
1995 Thunder Rd. Eagle Lake, FL 33839

**Lake Shipp Elementary**  
250 Camellia Dr. SW Winter Haven, FL  
33880

**Lake Wales Sr.**  
1009 N. 6th St. Lake Wales, FL 33853

**Lakeland Highland Middle**  
740 Lake Miriam Dr. Lakeland, FL 33813

**Lakeland Sr.**  
726 Hollingsworth Rd. Lakeland, FL 33801

**Lawton Chiles Middle**  
400 N. Florida Ave. Lakeland, FL 33801

**Lena Vista Elementary**  
925 S. Berkley Rd. Auburndle, FL 33823

**Lewis Elementary**  
115 S. Oak Ave. Ft. Meade, FL 33841

**Lime Street Elementary**  
1225 E. Lime St. Lakeland, FL 33801

**Lincoln Avenue Academy**  
1330 N. Lincoln Ave. Lakeland, FL 33805

**Medulla Elementary**  
850 School House Rd. Lakeland, FL 33813

**Mulberry Middle**  
500 SE 9th Ave. Mulberry, FL 33860

**Mulberry Sr.**  
#1 Panther Place Mulberry, FL 33860

**North Lakeland Elementary**  
410 Robson St. Lakeland, FL 33805

**Oscar J. Pope Elementary**  
2730 Maine Ave. Eaton Park, FL 33840

**Padgett Elementary**  
110 Lelon Rd. Lakeland, FL 33809

**Pinewood Elementary**  
1400 Gilbert St. Eagle Lake, FL 33839

**Polk Avenue Elementary**  
110 E. Polk Ave. Lake Wales, FL 33853

**Polk City Elementary**  
125 S. Bougainvillea Ave. Polk City, FL 33868

**Purcell Elementary**  
305 NE 1st Ave. Mulberry, FL 33860

**Ridgeview Elementary**  
100 Dunson Rd. Davenport, FL 33837

**N.E. Roberts Elementary**  
6600 Green Rd. Lakeland, FL 33809

**Rochelle School of the Arts**  
1501 MLK, Jr. Ave. Lakeland, FL 33805

**Roosevelt Academy of Leadership**  
115 "E" St. Lake Wales, FL 33853

**Sandhill Elementary**  
1801 Tyner Rd. Haines City, FL 33844

**Scott Lake Elementary**  
1140 E. State Rd. 540-A Lakeland, FL 33813

**Sikes Elementary**  
2727 Shepherd Rd. Lakeland, FL 33811

**Sleepy Hill Middle**  
2215 Sleepy Hill Rd. Lakeland, FL 33810

**Snively Elementary**  
1004 Snively Ave. Winter Haven, FL 33880

**Socrum Elementary**  
9400 Old Dade City Rd. Lakeland, FL 33809

**Loughman Oaks Elementary**

4600 N. Highway 17-92 Loughman, FL  
33858

**McKeel Academy**

1810 W. Parker St. Lakeland, FL 33801

**McLaughlin Middle**

800 S. 4th St. Lake Wales, FL 33853

**Stambaugh Middle**

226 N. Main St. Auburndale, FL 33823

**Stephens Elementary**

1350 N. Maple Ave. Bartow, FL 33830

**Union Academy**

1795 E. Wabash St. Bartow, FL 33830

**Valleyview Elementary**

2900 E. State Rd. 540A Lakeland, FL 33813

**R. Bruce Wagner Elementary**

5500 Yates Rd. Lakeland, FL 33811

**Wahneta Elementary**

4th St., E. Winter Haven, FL 33880

**Watson Elementary**

6800 Walt Williams Rd. Lakeland, FL 33809

**Westwood Middle**

3520 Ave. J, NW Winter Haven, FL 33881

**Winston Elementary**

3415 Swindel Rd. Lakeland, FL 33809

**Winter Haven Sr.**

600 6th St. SE Winter Haven, FL 33881

**Southwest Elementary**

2650 Southwest Ave. Lakeland, FL 33803

**Southwest Middle**

2815 S. Eden Pkwy Lakeland, FL 33803

**Spook Hill Elementary**

321 North Ave. Lake Wales, FL 33853

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

**ATTACHMENT 1**

See example (sample) below of a requested price adjustment for the contract period August 1, 2008 through July 31, 2009. **Please note this is an example (sample) only and is in no way intended to forecast future inflation rates.**

On February 15, 2008 the vendor submits a written request for a price adjustment increase for the contract period August 1, 2008 through July 31, 2009. In this example the vendor requests an adjustment equal to the annual percentage rate of inflation (as defined in the bid Special Terms and Conditions Number 2.) for the calendar year 2007. If approved, the annual percentage rate of inflation (rounded to one decimal place) for the calendar year 2007, would be added to the existing "per loaf/package" unit bid prices. The adjusted rates would be effective for the contract period August 1, 2008 through July 31, 2009.

**Change Output Options:** From: 2006 To: 2006  include graphs [More Formatting Options](#)

Data extracted on: March 14, 2007 (11:49:58 AM)

**Consumer Price Index - Urban Wage Earners and Clerical Workers**

Series Id: CWURO000S0  
 Not Seasonally Adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	197.1	196.3	198.0

**12 Months Percent Change**

Series Id: CWURO000S0  
 Not Seasonally Adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	4.1	3.7	3.6	3.7	4.3	4.5	4.3	3.9	1.7	0.9	1.8	2.4	3.2	4.0	2.5

**Note: This Example shows the annual percentage rate for calendar year 2006. The Bureau of Labor Statistics DOES NOT forecast future inflation rates.**