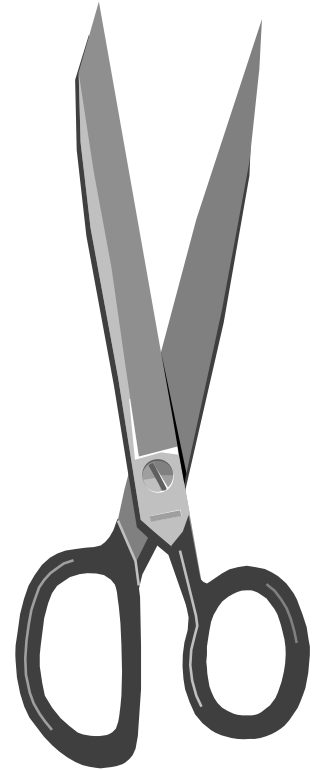


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO:	PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
	SEALED BID DO NOT OPEN
SEALED BID NO.:	085-PLA-0611
BID TITLE:	Fruit Juices
DUE DATE/TIME:	June 29, 2011, 3:00 PM
SUBMITTED BY:	_____ Name of company



Please Note:

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

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/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 Fruit Juices

Bid File Number 085-PLA-0611 Posted 6/10/11

Sealed bids will be received until 3:00 PM on June 29, 2011 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: 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: 7/31/2012. Contract(s) awarded from this bid will begin on 8/1/2011 and will run through 7/31/2012.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: _____
Various Polk County School locations.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about 7/6/11 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

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

satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.

18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.
28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

- 29. FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- 30. NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

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

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

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

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

SCOTT CLANTON

DIRECTOR, PURCHASING AND WAREHOUSING

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

Rev.Pur. 08/2010

Special Terms and Conditions

1. **SCOPE**
The purpose and intent of this invitation to bid are to select a supplier to provide and deliver fruit juices to approximately 110 foodservice facilities, countywide, and to secure firm unit prices for the contract period as specified herein.
2. **CONTRACT VALUE:** This contract is valued at approximately \$550,000/year excluding renewal options. This is only an **estimate** and the actual amount could vary up or down. The district will not be held responsible if actual purchases are less than this amount.
3. **CONTRACT PERIOD:** The contract period is August 1, 2011 through July 31, 2012. Prices and discounts shall remain firm for this period and shall include all freight and handling charges.
4. **REQUIRED SUBMITTALS**
The School Board of Polk County is scheduled to receive USDA commodity orange juice during the contract period established by this bid. Only bidders who have made application to, or are approved by the Department of Agriculture for a state of Florida commodity processing agreement for orange juice are eligible to submit a bid. Please submit written documentation with your bid response indicating that you have applied or been approved. Failure to submit this documentation may result in disqualification of your bid. The bidder receiving award of this bid is responsible for having this agreement in place to receive, process, package and deliver commodity orange juice during the contract period.
5. **BID BOND REQUIREMENT**
Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of 3% of the total estimated contract period volume (to be calculated by using vendor's extended bid prices from Bid Form). The Check or Bid Bond, made payable to The School Board of Polk County, Florida shall serve as evidence of good faith and financial stability of the vendor. The Check or Bid Bond will be returned to bidders after award of the contract.
6. **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.
7. **DEPARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION STATEMENT:** Bidder shall complete the U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions form found at the end of the bid. Completed form should be submitted with bid response and must be on file prior to bid award.
8. **NON-COLLUSION STATEMENT:** Bidder shall complete the USDA Non-Collusion Affidavit found at the end of the bid. Completed form should be submitted with bid response and must be on file prior to bid award.
9. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** Bidder shall complete the Certification of Independent Price Determination form found at the end of the bid. Completed form should be submitted with the bid response and must be on file prior to bid award.

Please state company name and authorized signature _____

10. **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(l)(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).

11. **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

12. **EMPLOYEES**

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.

13. **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.

14. **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.

15. **F.O.B. DESTINATION**

Prices bid for all items shall include be F.O.B. Destination and include all shipping charges to all Polk county school locations.

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. **PAYMENTS**

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 12th 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 duplicate and both copies must be signed by the School Food Service Manager (or her designated agent in her absence) for you to receive payment for the items delivered. Two (2) copies will be left with manager at time of delivery.

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

17. **DELIVERY INVOICE**

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 copies of the delivery invoice.

18. **SUBSTITUTIONS/ADDITIONAL PRODUCTS**

Supplier shall not deliver products that are not a part of this bid without previous approval of the School District Foodservice Program Specialist and the Purchasing Services Manager.

19. **ADDITIONAL PURCHASES**

The School Board of Polk County also reserves the right to issue additional purchase orders based on bid prices for immediate delivery through the effective date of the bid.

20. 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.

21. **TERMINATION**

The School Board reserves the right to terminate a contract with the supplier at any time for due cause which may include failure to meet specifications or failing to render satisfactory service.

22. **BID PRICE**

Bidder must deliver daily or as scheduled at a firm price for the contract period to all Polk County School Board lunchrooms requesting delivery unless specified otherwise.

23. **ORDER PLACEMENT**

Fruit juice orders shall be placed in advance (minimum of two days) to the successful bidder by mail, telephone, direct contact with bidder's agent, or in any other manner mutually agreeable to bidder and the individual school facility.

24. **SPECIAL INSTRUCTIONS**

Many school lunchrooms supply a key to the vendor awarded the bid to enable the vendor to make deliveries to the lunchroom prior to the time of arrival of school lunchroom personnel. These keys are held in trust by the vendor only so long as they have a current bid award. At the end of the bid contract period these keys must be returned to the Purchasing Department.

25. **ADDITIONAL ITEMS**

If, during the contract period, new juice 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 School District Foodservice Program Specialist and the Purchasing Services Manager 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 securely marked with the name of the bidder and bid number, and sent PREPAID to:

Polk County Schools
 Warehouse & Distribution
 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,

Please state company name and authorized signature _____

includes, but is not limited to; compliance with specifications, price, lead time, taste acceptability and packaging.

SAMPLE CONTAINER(S)

Sample containers should be submitted along with product samples. Packaging must be approved before the bid is awarded. All sample containers are to be plainly and securely marked with the name of the bidder and bid number.

28. **DELIVERY OF APPROVED BRANDS**

During the course of the bid period a supplier may not change from one approved product to another without written approval from the School District Foodservice Program Specialist and Purchasing Services Manager. 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 Services Manager. 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. **PROMOTIONAL ALLOWANCE/REBATES**

Manufacturers may offer promotional items to the district from time to time (pieces of equipment, rebates, bid allowances). All promotional items offered become the property of the School District Food Service Department. The use of these items will be "non-exclusive" and will be determined solely by the district. All promotions shall accrue directly to the district and may not accrue or benefit other individuals, organizations or associations. Specific rebates from suppliers or USDA which accrue to the benefit of those other than the school district will not be allowed and will constitute cause for immediate contract termination.

31. **AUDITS**

District personnel, or their appointed representatives, shall have the right to audit the manufacturer's records relative to any transaction conducted under the provision of the contract established by this bid.

32. **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. Furthermore, they must demonstrate the ability and capability to provide any and all data necessary to accomplish accurate and timely cost audits on items being purchased.
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.

33. **DELIVERY**

- Most schools will be scheduled for weekly delivery. See attached school listing at the end of this Invitation to Bid for existing school locations. As additional schools are constructed and occupied, they will be added to the list.
- Delivery shall be to the cafeteria walk-in cooler.
- 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.
- 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: 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. Juice must be delivered in properly refrigerated vehicles.

- All arrangements for deliveries will be coordinated with the School District Foodservice Program Specialist or designee and approved prior to any deliveries. All products must be in prime condition at time of delivery.
- Delivery must be made no later than ten (10) days prior to the expiration date marked on the cartons.
- At the time of delivery, the sales representative shall leave two delivery tickets. The representative shall never leave, nor pick up juice without leaving delivery tickets at the school. Delivery tickets must be legible with the unit prices shown. Concurrent deliveries will be permitted should the vendor be awarded other contracts with the Polk County School Board.
- Food safety procedures require the food service manager or designee to take the food temperature at time of delivery and record it on the invoice.

34. **CONDITION OF PRODUCT**

Product shall be delivered in a clean condition, free of dirt, sand, grease or other foreign material in clean cases. Leaking, empty or partially empty cartons or cartons containing sour or contaminated product shall be replaced without charge. The conditions causing the cartons to be replaced must not be extensive nor a consistently recurring problem.

35. **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.

36. **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.

37. **USAGE REPORTS**

The successful bidder must provide a monthly summary by item and year-to-date usage figures on the bid to the Food Service Department.

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

SPECIFICATIONS

1. Orange Juice – All orange juice must be prepared from orange juice concentrate or from pasteurized orange juice as outlined in paragraphs 27.111 and 27.107 from Title 21, Food and Drug, Chapter 1, Part 27. Orange juice concentrate used shall be USDA Grade A, Fancy. Products furnished must comply in all respects to the standards and regulations established by Federal Food, Drug and Cosmetic Act and subsequent decisions of the U.S. Department of Agriculture. The label must include the "Florida's Sunshine Tree" stating "100% Pure Florida."



Apple Juice – Produced from apple juice and/or concentrate. Juice to have a minimum brix of 11.5 degrees.

Orange/Pineapple Juice – Produced from U.S. Grade A Fancy orange juice and/or concentrate and pineapple juice and/or concentrate. Juice to have a minimum brix of 12.0 degrees.

Grape Juice – Produced from grape juice and/or concentrate. Juice to have a minimum brix of 16.0 degrees.

Flavored Juice – Produced from apple, pear or white grape juice and/or concentrate. Juice to have a minimum brix of 11.75 degrees. A variety of flavors will be offered. Flavoring may not exceed .5% and must meet all standards of identity for 100% juice.

2. All juices delivered shall be between 35-41 degrees Fahrenheit temperature at time of delivery. Each container shall be labeled as to content and comply with all rules and regulations of the Pure Food, Drug, and Cosmetic Act with regard to labeling. All packaging must be in compliance with the United States Food, Drug and Cosmetic Act, as well as any Federal, State and local law, regulation or ordinance.
3. Any orange juice supplied under the Florida Donated Food Processing Agreement will be delivered to the successful bidder in a container suitable for reprocessing.
4. 4 oz. Units – Estimated quantities to be purchased or processed are expected to be 4,700,000 units during the year. Of this total, it is expected that approximately 3,300,000 units will be juices other than orange juice, spread among the other four juices.
5. 6 oz. Units – Estimated quantities to be purchased or processed are expected to be 330,000 units during the year. It is expected that these units will be distributed among five juice flavors.
6. The quantities listed are estimates only and not a guarantee of purchase.

7. Approved Packaging - The following containers have been approved for packaging:

All 4 oz. juice products shall be provided in plastic pouches, which shall be sound, sanitary, clean, properly sealed, and leak proof. All pouch containers must be bacteria free and provide adequate protection of contents from contamination. All pouch containers must be free of unpleasant odors. No straw to be included. **(Note: Please submit packaging samples with your bid if bidding a container other than the DuPont mini-sip pouch.)**

All 6 oz. juice products shall be provided in paper containers, which shall be plastic coated, individually labeled for easy identification, sound, sanitary, clean, properly sealed, leak proof, and with seals which open properly. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination. Containers shall be safe from Dioxin content as approved by governing agencies. All containers must be free of unpleasant odors. No straw to be included.

BID PROPOSAL

Vendors must bid on all items for their bid to be considered. The award will be made to one vendor on a composite basis. The contract to supply fruit juices will be awarded by the Board on a countywide basis.

The quantities indicated are for computation purposes only. Bid prices for juices should be per each 4 oz., 6 oz. container.

ITEM NO.	ESTIMATED UNITS	DESCRIPTION	UNIT PRICE-FEE TO PROCESS, PACKAGE & DELIVER USDA COMMODITY ORANGE JUICE	UNIT PRICE
3200187	1,400,000	Orange Juice – (4 oz.) 100% Pure Florida Juice"		\$_____
	1,400,000	Orange Juice – (4 oz.) USDA Commodity Orange Juice – See Special Terms & Conditions #2	\$_____	
3200179	850,000	Apple Juice (4 oz.)		\$_____
3200191	180,000	Orange/Pineapple Juice (4 oz.)		\$_____
3200182	850,000	Grape Juice (4 oz.)		\$_____
	1,400,000	Flavored Juice (4 oz.)		\$_____
3200188	120,000	Orange Juice – (6 oz.)"100% Pure Florida Juice"		\$_____
	120,000	Orange Juice – (6 oz.) USDA Commodity Orange Juice – See Special Terms & Conditions #2	\$_____	
3200192	10,000	Orange/Pineapple Juice (6 oz.)		\$_____
3200180	65,000	Apple Juice (6 oz.)		\$_____
3200183	50,000	Grape Juice (6 oz.)		\$_____
	85,000	Flavored Juice (6 oz.)		\$_____

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

Only bidders who have made application to, or are approved by the Department of Agriculture for a state of Florida commodity processing agreement for orange juice are eligible to submit a bid. Please submit written documentation with your bid response indicating that you have applied or been approved. Failure to submit this documentation may result in disqualification of your bid.

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

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.

Please state company name and authorized signature _____

School Sites

Alta Vista Elementary
801 Scenic Highway Haines City, FL 33844

Alturas Elementary
4th & Oak Alturas, FL 33820

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

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

Bethune Academy
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

Chain of Lakes Elementary
701 S. R. 653, Winter Haven, FL 33884

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 Marion Creek School
3055 Lk. Marion Creek Rd., Poinciana, FL 34759

Lakeland Highlands Middle
740 Lake Miriam Dr. Lakeland, FL 33813

Lakeland Sr.
726 Hollingsworth Rd. Lakeland, FL 33801

Laurel Elementary
1851 Laurel Ave., Poinciana, FL 34759

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

Lena Vista Elementary
925 S. Berkley Rd. Auburndale, 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

Loughman Oaks Elementary
1330 N. Lincoln Ave. Lakeland, FL 33805

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

Medulla Elementary
850 School House Rd. Lakeland, FL 33813

Please state company name and authorized signature _____

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
4751 County Road 547N, Davenport, FL 33837

Denison Middle
400 Ave A, SE Winter Haven, FL 33880

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

Frostproof Elementary
118 W. Third St. Frostproof, FL 33843

Frostproof Middle/Sr.
100 N. Palm St. Frostproof, FL 33843

Ft. Meade Middle/Sr. High
700 Edgewood Dr. Ft. Meade, FL 33841

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

Mulberry Sr.
#1 Panther Place Mulberry, FL 33860

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

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

Palmetto Elementary
315 Palmetto St., Poinciana, FL 34759

Pinewood Elementary
1400 Gilbert St. Eagle Lake, FL 33839

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

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

R. Bruce Wagner Elementary
5500 Yates Rd. Lakeland, FL 33811

Ridge Community High School
500 Orchid Dr. Davenport, FL 33837

Rochelle School of the Arts
1501 Martin Luther King 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

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

Highlands Grove Elementary
4510 Lakeland Highlands Rd., Lakeland, FL 33813

Lake Alfred Addair Middle
925 N. Buena Vista Blvd. Lk Alfred FL 33850

Inwood Elementary
2200 Ave. G, NW Winter Haven, FL 33881

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

Jesse Keen Elementary
815 Plateau Ave. Lakeland, FL 33801

Jewett Middle Academy
601 Ave. T., NE, Winter Haven, FL 33881

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

Kathleen Elementary
3515 Sheretz Road, 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

Sleepy Hill Elementary
2285 Sleepy Hill Rd., Lakeland, FL 33810

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

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

Stambaugh Middle
226 N. Main St. Auburndale, FL 33823

Stephens Elementary
1350 N. Maple Ave. Bartow, FL 33830

Tenoroc High School
4905 Saddle Creek Rd. Lakeland FL 33801

Union Academy
1795 E. Wabash St. Bartow, FL 33830

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

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

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror certifies that:

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

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

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

Name: _____ **Title:** _____

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

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

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

P/R Award Number or Project Name

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

Signature(s)

Date

INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT

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

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

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

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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.

