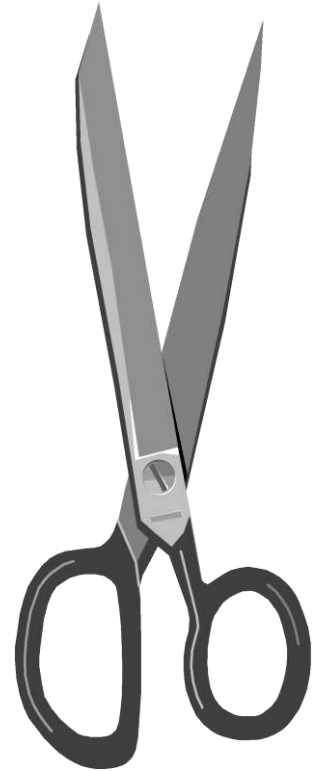


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

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.:	066-PLA-0613
BID TITLE:	Bakery Products
DUE DATE/TIME:	June 25, 2013, 3:00 P.M.
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.

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 Bakery Products

Bid File Number 066-PLA-0613 Posted June 5, 2013

Sealed bids will be received until 3:00 PM on June 25, 2013 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

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

GENERAL INSTRUCTIONS AND CONDITIONS

1. **CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: 7/31/2014. Contract(s) awarded from this bid will begin on 8/1/2013 and will run through 7/31/2014.
2. **F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: School Cafeterias throughout Polk County.
3. **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 6/27/13 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.

4. **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. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
19. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
20. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
21. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
22. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
23. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
24. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
25. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General 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.

- 26. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.
- 27. DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
- 28. 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.
- 29. SCRUTINIZED COMPANIES:** Per the provisions of Chapter 287.135 Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.
- The company/vendor certifies by submission and signature of this bid that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List. Any contract for goods or services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification or been placed on either of these lists.
- 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. 03/2012

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SPECIAL TERMS & CONDITIONS:

1. **SCOPE:** The scope of this bid is to select one (1) vendor to provide and deliver bakery products directly to the approximately 110 school locations in Polk County. It is anticipated that this will be a composite award to a single vendor offering the lowest responsive and responsible bid. Vendors must bid all items on the Bid Form and Specifications in order for their bid to be considered. All items **MUST** be bid on and all items offered **MUST** be as specified in the bid documents for bid to be considered responsive.
2. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges.
3. **CONTRACT VALUE:** This contract is valued at approximately \$250,000.00 annually 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.
4. **BID BOND REQUIREMENT:** Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of \$5,000. The Check or Bid Bond, made payable to The School Board of Polk County, Florida shall serve as evidence of good faith. The Check or Bid Bond will be returned to bidders after award of the contract.
5. **ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE:**
The district may, at its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
 1. The volatility is due to causes wholly beyond the vendor's control
 2. The volatility affects the marketplace or industry, not just the particular vendor's source of supply
 3. The effect on pricing or availability of supply is substantial
 4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship

In this event, bid prices shall remain firm through October 31, 2013.

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

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

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

6. **PRICING:** Bid prices shall remain firm for the first twelve (12) months of this contract (unless prices are adjusted pursuant to Section 5 of the Special Terms & Conditions above). The successful bidder will have an opportunity to request an annual price adjustment for the second and subsequent contract extension years (if applicable) of this contract as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics or any successor or

substitute index appropriately adjusted for the 12 month period preceding the month in which the request is submitted by the bidder. In the event of a request for price adjustment pursuant to these guidelines, the successful vendor will only be allowed to submit one request for such price adjustment per contract year (August 1st to July 31st). 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 12-month period following said anniversary date.

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

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

7. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated without cause as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.
8. **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.
9. **ESTIMATED QUANTITIES:** Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form and Specifications. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.
10. **ADDITIONAL PURCHASES:** The School Board of Polk County reserves the right to issue additional purchase orders on bid prices for immediate delivery through the effective date of the bid.
11. **BID OPENING:** All responses to this sealed bid are subject to release as public records consistent with Chapter 119 Florida Statutes. Sealed bids will be received and publicly opened. Only names of respondents will be read at bid openings. Pricing and other contents of bid responses will not be disclosed at bid openings. Reference Section 119.071(1)(b), F.S. and Section 286.0113, F.S.
12. **DEBARMENT, 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.
13. **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.

14. **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.
15. **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).
16. **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/jessicalunfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.
17. All Bidders must use the attached "BID FORM AND SPECIFICATIONS" form for submitting bids. Bid response must include nutrition facts and complete ingredient statement for each product.
18. All products delivered shall be fresh products as of the date of delivery. The term "fresh bread" means bread delivered within 18 hours from time of baking. All products shall be wrapped and shall be "whole grain rich" according to U.S.D.A. specifications, as outlined in the Healthy Hunger Free Kids Act 2010, Nutrition Standards in the National School Lunch and School Breakfast Programs (access at <http://www.gpo.gov/fdsys/pkg/FR-2012-01-26/pdf/2012-1010.pdf>). All products and packaging shall meet the requirements of the State Board of Health, the Polk County Health Department, the Florida Department of Agriculture and Consumer Services, as well as any other applicable regulating agency.
19. Orders shall be placed in advance (minimum of two (2) days advance notice to supplier) by telephone, mail, or by direct contact with the bidder's agent, in such a manner as may be mutually agreeable to the individual school and the bidder. District and school cafeteria menu planning, publications, and performance are contingent on your meeting this delivery schedule as coordinated with the submission of orders.
20. All deliveries shall be to the individual school. Products are considered fresh for seven (7) days from the day of delivery. If the product fails during that time, the product will be picked up by the successful bidder and replaced or a credit memo will be issued for items picked up. Deliveries must be made to all the county school cafeterias. It is assumed all delivery schedules will be met unless the school nutrition manager is notified at least 24 hours in advance that any or all items are not to be included in the delivery of the scheduled order. **NO DROP DELIVERIES OUTSIDE PERMITTED! If you cannot comply - please do not bid.**

21. **AWARDS:** Contracts to supply bakery products during the school year will be awarded by the School Board to the lowest responsive and responsible bidder on a composite basis for the entire District. It should be recognized, however, that the School Board will only contract for the exclusive service of bakery products delivery and will not contract for, nor guarantee to purchase any particular minimum quantities of bakery products.
22. **RENEWAL OPTION:** By mutual consent of the School Board of Polk County, Florida, and the successful bidder, this contract may be renewed for additional one-year periods.
23. **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.
24. Bidder receiving award of this contract must participate in any USDA commodity program offered with resulting price credits being given in full to the School Board.
25. All payments are made by the School Food Service Accounting Department, P. O. Box 391, Bartow, Florida 33831. Invoice payment is made within 15 working days after receipt of the invoice. In order to facilitate the payment of vendor invoices, the vendor must adhere to the following instructions:
- The vendor must issue numbered delivery invoices in triplicate, and all three (3) copies must be signed by the School Food Service Manager or designee for you to receive payment for the items delivered.
- Two (2) copies (original and 1 copy) left with manager at time of delivery.
One (1) copy to be returned to vendor.
NOTE: NO SALESMEN ARE TO CALL ON THE SCHOOLS. If you wish to demonstrate new products please contact Jenna Kaczmariski at (863) 534-0592.
- A current list of the School Nutrition Managers at the various Polk County Public Schools with school addresses and telephone numbers will be furnished to the successful bidder.
26. Supplier shall not deliver products that are not a part of this bid without previous approval of the School Nutrition Coordinator and the Purchasing Director.
27. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only. When a bid award is contemplated as an "all or none" or composite award, the use of correction fluid, correction tape or erasure to correct bid pricing on any line item bid price will result in the entire bid declared non-responsive.
28. **EMPLOYEES:** The awarded contractor shall be fully and solely responsible for all matters (including the actions of his subcontractors) regarding the personal safety of school personnel and students. The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

29. **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.

30. **ADDITIONAL ITEMS:** If, during the contract period, new bakery product items become available that may be evaluated by the School Nutrition Department, such items may be added to this contract if determined by the School Nutrition Department and the Purchasing Department that it would be in the best interest of the District (this may include packaging changes for existing items). Such products and prices or packaging changes must be approved by the School Nutrition Coordinator and the Purchasing Director before the items may be added to the contract. All supporting documentation will be maintained in the bid/contract file.

31. **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 and endorsement page(s) 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 \$2,000,000 aggregate
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 a certificate holder and an additional insured 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.

32. **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
 Attn: Greg White
 965 Highway 60, East
 Bartow, FL 33830

Samples are accepted between the hours of 7:00 am and 2:30 pm.

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

- 33. DELIVERY OF APPROVED PRODUCTS:** A supplier may not change from one approved product to another without written approval from the School District, School Nutrition Coordinator and Purchasing Director during the course of the bid period. If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to the Director of School Nutrition. Letters from brokers or distributors are not acceptable in lieu of a manufacturer's letter.
- 34. ITEM SUBSTITUTIONS AND OUT-OF-STOCKS:** A contract distributor must not substitute products without prior approval by the School District, School Nutrition Department Coordinator and Purchasing Director. Distributors shall make no substitutions, which have not been requested or approved. The district reserves the right to deny payment on substituted items when made without prior approval. If the district pre-approves a substitution, the out of stock item must be labeled as "out of stock" on the invoice and the item approved for substitution must be labeled "substitute" on the invoice.
- 35. DISTRIBUTOR'S MINIMUM QUALIFICATIONS:** The District reserves the right to ascertain, subsequent to the bid opening, whether or not a vendor meets the requirements to be considered a responsible bidder. Bidders must demonstrate to district officials that they have the capacity to procure, store, and deliver merchandise covered by this bid in the volume necessary to efficiently administer the provisions of any resulting contract. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act, as well as all State and local statutes, regulations, and ordinances.
- If it is determined by a review committee of district officials that a bidder is not responsible and the determination is substantiated to the satisfaction of the School Board, the bid submitted by that supplier will be rejected. The criteria used to determine responsibility shall include, but not be limited to, the following:
1. Delivery Ability: Bidders must have a record or must otherwise demonstrate to School District officials the ability to promptly and efficiently deliver all the approved items as specified on the bid list.
 2. Capacity: Bidders may be required to participate in an on site facility review by a District Review Committee to show that they have the physical capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
 3. Reliability: A distributor may be considered irresponsible if for any reason other than an Act of God, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type in this district or have failed to properly communicate with district officials on matters essential to a contract of this type.
 4. Accounting Procedures: To be considered for award, a bidder must clearly demonstrate to district officials, the capability to provide accurate, reliable and timely invoices, statements, utilization reports, and credits.
 5. Facilities and Equipment: Bidders must possess the warehouse facilities required to safely and securely store the products required by these specifications, including at least a two-week inventory of product. Refrigeration facilities used for storing chilled products must meet recommendations of the refrigeration Research Council. Delivery temperatures of chilled foods shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. The District reserves the right to qualify any or all bidders and to reject any bidder not meeting any of these facility and equipment requirements associated with, and necessary for,

the safe and sanitary storage and delivery of the food items requested in these specifications. The successful bidder's facilities and operating practices must be in compliance with the United States Food, Drug and Cosmetic Act, as well as any State and local statute, regulation or ordinance at all times.

6. Delivery Equipment: Bidders must show evidence of ownership or written evidence of a long-term lease, to obtain vehicular equipment necessary to effect efficient day-to-day delivery schedules from start-up. The district does not presume to dictate the type of vehicles necessary to maintain an efficient day-to-day delivery schedule, however; bidders should know that all delivery sites do not provide state-of-the-art unloading and food handling facilities. Some sites, in fact, may fall short of normal standards. Most school sites do not accommodate trailer rigs at dockside.

36. "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".

37. DELIVERY

- Bakery products to be delivered to approximately 110 sites. See attached school site listing at the end of this Invitation to Bid. Most schools will be scheduled for every other day delivery. As additional schools are constructed and occupied, they will be added to the list.
- Delivery shall be to the cafeteria. It shall be the responsibility of the successful bidder to remove all empty cases in which product has been delivered.
- Deliveries are to be made between the hours of 12:01 am and 2:00 pm on any day that meals are served in school cafeterias during the contract period.
- Many school cafeterias supply a key to the vendor awarded the bid, to enable the vendor to make deliveries to the cafeteria prior to the time of arrival of school cafeteria personnel. These keys are held in trust by the vendor only so long as they have a current bid award.
- The supplier shall be required to deliver fresh product to all delivery sites after the Thanksgiving Break, Winter Break, Spring Break, and Summer Break prior to the start of the first meal service upon return from the break. (Exception: In schools that have a summer feeding program (approximately 15 schools), delivery will also be required during the summer.)
- A schedule showing days of operation will be furnished to the successful bidder(s). Products may not be left on loading docks before school hours.
- All arrangements for deliveries will be coordinated with the School Nutrition Coordinator or designee and approved prior to any deliveries. All products must be in prime condition at time of delivery.

-
- 38. CONDITION OF PRODUCT:** Product shall be delivered in a clean condition, free of dirt, sand, grease or other foreign material in clean packaging. Packages containing contaminated product shall be replaced without charge. The conditions causing the packages to be replaced must not be extensive nor a consistently recurring problem.
- 39. 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 borne by the supplier.
- 40. 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.
- 41. USAGE REPORTS:** The successful bidder must provide a monthly summary by item and year-to-date usage figures to the School Nutrition Department.

These reports are due in the office of School Nutrition 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.

BID FORM AND SPECIFICATIONS

Vendors **must** bid on all items for their bid to be considered. The award will be made to one vendor on a composite basis. Unit price will be used in the determination of award. The cost per loaf or pack will not be used in the determination of the award. It is for informational purposes only. Bid response must include nutrition facts and complete ingredient statement for each product.

<u>ITEM #</u>	<u>EST. QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
(1) 3200046	15,000 loaves	<u>WHOLE GRAIN PULLMAN SANDWICH BREAD</u> – Must meet USDA standards for “whole grain rich”. Wrapped and sliced. Each slice must provide 1 oz. grain equivalent, not less than 28 grams baked weight.	\$ _____ Cost per slice
		\$ _____ Cost per loaf	
		_____ Number of slices/loaf excluding ends	
(2) 3200714	50,000 packages	<u>WHOLE GRAIN HAMBURGER BUN</u> – Must meet USDA standards for “whole grain rich”. Wrapped, up to 30 per package count. Each bun must provide 2 oz. grain equivalents, not less than 56 grams baked weight.	\$ _____ Cost per bun
		\$ _____ Cost per package	
		_____ Number of buns/package	
(3)	7,000 packages	<u>WHOLE GRAIN STEAK ROLLS</u> – Must meet USDA standards for “whole grain rich”. Wrapped, up to 24 per package count. Each roll must provide 2.5 oz. grain equivalents, not less than 70 grams baked weight.	\$ _____ Cost per roll
		\$ _____ Cost per package	
		_____ Number of rolls/package	

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

School Sites	
Alta Vista Elementary 801 Scenic Highway Haines City, FL 33844	Lake Alfred Elementary 550 E. Cummings St. Lk Alfred, FL 33850
Alturas Elementary 4th & Oak Alturas, FL 33820	Lake Gibson Middle 6901 N. Socrum Loop Rd. Lakeland, FL 33809
Apple A Day Café 1915 S. Floral Ave. Bartow, FL 33830	Lake Gibson Sr. 7007 N. Socrum Loop Rd. Lakeland, FL 33809
Auburndale Central Elementary 320 Lemon St. Auburndale FL 33823	Lake Region Sr. 1995 Thunder Rd. Eagle Lake, FL 33839
Auburndale Sr. High 1 Bloodhound Trail Auburndale, FL 33823	Lake Shipp Elementary 250 Camellia Dr. SW Winter Haven, FL 33880
Bartow Elementary Academy 590 S. Wilson Ave. Bartow, FL 33830	Lake Marion Creek School 3055 Lk. Marion Creek Rd., Poinciana, FL 34759
Bartow Middle 550 E. Clower St. Bartow, FL 33830	Lakeland Highland Middle 740 Lake Miriam Dr. Lakeland, FL 33813
Bartow Senior High 1270 S. Broadway Bartow, FL 33830	Lakeland Sr. 726 Hollingsworth Rd. Lakeland, FL 33801
Ben Hill Griffin Elementary 501 McCloud Rd. Frostproof FL 33843	Laurel Elementary 1851 Laurel Ave., Poinciana, FL 34759
Bethune Academy 900 Avenue F Haines City, FL 33844	Lawton Chiles Middle 400 N. Florida Ave. Lakeland, FL 33801
Blake Academy 510 Hartsell Ave. Lakeland, FL 33801	Lena Vista Elementary 925 S. Berkley Rd. Auburndale, FL 33823
Boone Middle 225 S. 22nd St. Haines City, FL 33844	Lewis Elementary 115 S. Oak Ave. Ft. Meade, FL 33841
Boswell Elementary 2820 K-Ville Ave. Auburndale, FL 33823	Lime Street Elementary 1225 E. Lime St. Lakeland, FL 33801
Brigham Academy 6th St. & Ave. C, SE Winter Haven, FL 33880	Lincoln Avenue Academy 1330 N. Lincoln Ave. Lakeland, FL 33805
Caldwell Elementary 141 Dairy Rd. Auburndale FL 33823	Loughman Oaks Elementary 4600 N. Highway 17-92 Loughman, FL 33858
Carlton Palmore Elementary 3725 Cleveland Hgts Blvd. Lakeland, FL33803	McLaughlin Middle 800 S. 4th St. Lake Wales, FL 33853
Chain of Lakes Elementary 701 S. R. 653, Winter Haven, FL 33884	Medulla Elementary 850 School House Rd. Lakeland, FL 33813
Churchwell Elementary 8201 Park Byrd Rd. Lakeland FL 33810	Mulberry Middle 500 SE 9th Ave. Mulberry, FL 33860
Cleveland Court Elementary 328 Edgewood Dr. Lakeland FL 33803	Mulberry Sr. #1 Panther Place Mulberry, FL 33860
Combee Elementary 2805 Morgan Combee Rd. Lakeland FL33801	N.E. Roberts Elementary 6600 Green Rd. Lakeland, FL 33809
Crystal Lake Elementary 700 Galvin Dr. Lakeland FL 33801	North Lakeland Elementary 410 Robson St. Lakeland, FL 33805
Crystal Lake Middle 2410 N. Crystal Lk. Dr. Lakeland FL 33801	Oscar J. Pope Elementary 2730 Maine Ave. Eaton Park, FL 33840
Davenport School of the Arts 8 Palmetto St. Davenport, FL 33837	Padgett Elementary 110 Lelon Rd. Lakeland, FL 33809
Denison Middle 400 Ave A, SE Winter Haven, FL 33880	Palmetto Elementary 315 Palmetto St., Poinciana, FL 34759
Dixieland Elementary 416 W. Ariana St. Lakeland, FL 33803	Pinewood Elementary 1400 Gilbert St. Eagle Lake, FL 33839
Dundee Elementary 215 Frederick Ave. Dundee, FL 33838	Polk City Elementary 125 S. Bougainvillea Ave. Polk City, FL 33868

Dundee Ridge Middle 5550 Lk Trask Rd. Dundee, FL 33838	Purcell Elementary 305 NE 1st Ave. Mulberry, FL 33860
Eagle Lake Elementary 400 Crystal Beach Rd. Eagle Lk, FL 33839	R. Bruce Wagner Elementary 5500 Yates Rd. Lakeland, FL 33811
Eastside Elementary 1820 E. Johnson Ave. Haines City, FL 33844	Ridge Community High School 500 Orchid Dr. Davenport, FL 33837
Elbert Elementary 205 15th St., NE Winter Haven, FL 33881	Rochelle School of the Arts 1501 MLK Jr. Ave. Lakeland, FL 33805
Floral Ave. Elementary 1530 S. Floral Ave. Bartow, FL 33830	Roosevelt Academy of Leadership 115 "E" St. Lake Wales, FL 33853
Frostproof Elementary 118 W. Third St. Frostproof, FL 33843	Sandhill Elementary 1801 Tyner Rd. Haines City, FL 33844
Frostproof Middle/Sr. 100 N. Palm St. Frostproof, FL 33843	Scott Lake Elementary 1140 E. State Rd. 540-A Lakeland, FL 33813
Ft. Meade Middle/Sr. High 700 Edgewood Dr. Ft. Meade, FL 33841	Sikes Elementary 2727 Shepherd Rd. Lakeland, FL 33811
Garden Grove Elementary 4599 Cypress Gardens Rd. Winter Haven FL 33881	Sleepy Hill Elementary 2285 Sleepy Hill Rd., Lakeland, FL 33810
Garner Elementary 2500 Havendale Blvd. Winter Haven, FL 33881	Sleepy Hill Middle 2215 Sleepy Hill Rd. Lakeland, FL 33810
George Jenkins Sr. 6000 Lakeland Highlands Rd. Lakeland, FL33803	Snively Elementary 1004 Snively Ave. Winter Haven, FL 33880
Gibbons St. Elementary 1860 E. Gibbons St. Bartow, FL 33830	Socrum Elementary 9400 Old Dade City Rd. Lakeland, FL 33809
Griffin Elementary 3315 Kathleen Rd. Lakeland, FL 33809	Southwest Elementary 2650 Southwest Ave. Lakeland, FL 33803
Haines City Sr. High 2800 Hornet Dr. Haines City, FL 33844	Southwest Middle 2815 S. Eden Pkwy Lakeland, FL 33803
Highland City Elementary 5355 9th Street, SE Highland City, FL 33846	Spessard L Holland Elementary 2342 EF Griffin Rd Bartow, FL 33830
Highlands Grove Elementary 4510 Lakeland Highlands Rd.,Lakeland, FL 33813	Spook Hill Elementary 321 North Ave. Lake Wales, FL 33853
Horizons Elementary 1700 Forest Lake Drive, Davenport, FL 33827	Stambaugh Middle 226 N. Main St. Auburndale, FL 33823
Lake Alfred Addair Middle 925 N. Buena Vista Blvd. Lk Alfred FL 33850	Stephens Elementary 1350 N. Maple Ave. Bartow, FL 33830
Inwood Elementary 2200 Ave. G, NW Winter Haven, FL 33881	Tenoroc High School 4905 Saddle Creek Rd., Lakeland, FL 33801
Jenkins Academy of Technology 701 Ledwith Ave. Haines City, FL 33844	Union Academy 1795 E. Wabash St. Bartow, FL 33830
Jesse Keen Elementary 815 Plateau Ave. Lakeland, FL 33801	Valleyview Elementary 2900 E. State Rd. 540A Lakeland, FL 33813
Jewett Middle Academy 601 Ave. T., NE, Winter Haven, FL 33881	Wahneta Elementary 4th St., E. Winter Haven, FL 33880
Jewett School of the Arts 2250 Brown St. Winter Haven, FL 33881	Watson Elementary 6800 Walt Williams Rd. Lakeland, FL 33809
Kathleen Elementary 3515 Sheretz, Lakeland FL 33809	Westwood Middle 3520 Ave. J, NW Winter Haven, FL 33881
Kathleen Middle 3627 Kathleen Pines Lakeland, FL 33810	Winston Elementary 3415 Swindel Rd. Lakeland, FL 33809
Kathleen Sr. 2600 Crutchfield Rd. Lakeland, FL 33805	Winter Haven Sr. 600 6th St. SE Winter Haven, FL 33881
Kathleen Middle 3627 Kathleen Pines Lakeland, FL 33810	Westwood Middle 3520 Ave. J, NW Winter Haven, FL 33881

Kathleen Sr. 2600 Crutchfield Rd. Lakeland, FL 33805	Winston Elementary 3415 Swindel Rd. Lakeland, FL 33809
Kingsford Elementary 1400 Dean St. Mulberry, FL 33860	Winter Haven Sr. 600 6th St. SE Winter Haven, FL 33881

SUBMITTALS CHECKLIST

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

Verified	Required	Requested	Description of Submittal	Page Number
	√		Completed and signed Bidder Acknowledgement	2
	√		Certified or Cashier's Check or Bid Bond	7
	√		Nutrition facts and complete ingredient statement for each product	9 & 15
		√	Signed "Buy American Provision"	13
	√		Completed Bid Form and Specifications	15
		√	Completed and signed Certification Regarding Debarment	21
		√	Completed and signed Non-Collusion Affidavit	23
		√	Certification of Independent Price Determination	24

Instructions for Certification

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

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name

P/R Award Number or Project Name

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

Signature(s)

Date

INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT

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

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

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

.....

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

USDA NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____

{NOTARY PUBLIC}

My Commission Expires: _____

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror certifies that:

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

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

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

Name: _____ **Title:** _____

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

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