

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

1450 Northeast Second Avenue
Miami, Florida 33132



Direct all inquiries to the
Bureau of Procurement and
Materials Management.

BUYER NAMED:
PHILLIP FORD

PHONE: (305) 995-2361

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 127-CC03 BID TITLE PAPER AND PACKAGING FOR SUMMER VENDING PROGRAM

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON APRIL 8, 2003 IN ROOM 351,
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO
BIDDERS, para.IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL
CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO
OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person
submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I
agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of
Miami-Dade County, Florida.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action,
loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation,
attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property
arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on
behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee,
excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The
School Board of Miami-Dade County, Florida and its members, officers and employees.

III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond _____ Check (Cashier's, Certified, or Equal) _____

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____

MAILING ADDRESS : _____

CITY, STATE, ZIP CODE : _____

TELEPHONE NUMBER : _____ FAX # _____

BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS TO BIDDERS

I. PREPARING OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

1. PERFORMANCE SECURITY. The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non responsive.

B. INSTRUCTIONS TO BIDDERS define conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. FOR MWBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the MWBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non responsive.

C. BID PROPOSAL FORM defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph IX: Packaging.

2. PROTEST OF SPECIFICATIONS. Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to § 120.569 and 120.57, Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- RC1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

3. PRICES. Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

4. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. BID FORMS AND ENVELOPES. Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(g) Florida Statute. 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times may result in your company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management and Materials Testing.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids or Request For Proposals, or other solicitations may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Associate Superintendent, Bureau of Procurement and Materials Management, determines in writing that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; and
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.

C. The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation on any future procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid he/she shall do so in writing. This communication is to be received by the District Director, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid file and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn for 90 days after the determined opening date unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. AWARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375, each Friday, to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of §§ 120.569 and 120.57, Fla. Stat. Petitions for hearings on protests pursuant to §§ 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. This provision supersedes and governs over any conflicting provision in this document.

C. OFFICIAL AWARD DATE. Awards become official when made unless otherwise specified in the award recommendation.

D. PURCHASE ORDERS. Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardees shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded, times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board.

Bidders who are determined ineligible may request a hearing pursuant to §120.569 Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibility.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$100,000

A minimum rating in the latest revision of Best's Insurance Reports of:

Contract Amount	Minimum Rating by A.M. Best
\$ 500,000.01 to \$2,500,000	None
\$2,500,000.01 to \$5,000,000	B + or NA-3
	No Minimum Class
\$5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$100,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined therein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required unless otherwise defined in the bid specifications. If Performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VI. SAMPLES.

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures.

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

Revised February 2001

D. Samples should be delivered to the following address:

MIAMI DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: (305) 995-3290

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the Bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. EVALUATION AND TEST RESULTS. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

VIII. SUBSTITUTIONS. Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through the Bureau of Procurement and Materials Management, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

IX. PACKAGING

A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. CONTAINER IDENTIFICATION. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDORS NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

X. PURCHASES BY OTHER PUBLIC AGENCIES.

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XI. RECYCLING REQUIREMENTS.

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XII. ENVIRONMENTAL PRODUCTS.

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIII. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment each invoice must show the following information which appears on the Purchase Order:

- | | |
|--|----------------------|
| 1. Purchase Order Number | 2. Item Descriptions |
| 3. Quantities and Units | 4. Price Extensions |
| 5. Total Price of all items on the invoice | |

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.

XIV. NO GRATUITY POLICY.

It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XV. COMPLIANCE WITH FEDERAL REGULATIONS

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(j) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience by issuing a certified notice to the vendor.

XVI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

I. PREPARING OF BIDS

A. BIDDERS RESPONSIBILITY. Each bidder shall carefully examine the Instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

II. AWARDS

A. BASIS FOR AWARDS. The awards of all items on this bid will made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida/HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

B. AWARD OF FOREIGN PRODUCTS. Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be welded to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

III. NEW FOOD ITEMS/BRANDS. Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144, Telephone: (305) 995-3230.

IV. USAGE REPORTS. The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144.

V. INSURANCE REQUIREMENTS. Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.

VI. USDA CERTIFICATION DOCUMENT. Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.

VII. NUTRIENT DATA SUBMISSION FORM. Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

VIII. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below shall accompany each delivery.

B. DELIVERED PRODUCTS. All products delivered shall be identical to the samples submitted for evaluation, and as awarded to successful vendors.

C. UNAUTHORIZED DELIVERIES. The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Unauthorized deliveries may result in non-payment of invoices.

D. SUBCONTRACTING DELIVERY. The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the award(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) (awardees).

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS LISTED ABOVE IN THE BID PROPOSAL FORM OR IN ATTACHMENTS THEREOF WHICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

Name of Firm, Individual(s), Partners or Corporation

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief officer, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS. Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 127-CC03	BUYER P. FORD	PAGE SC 1
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BID TITLE:

PAPER AND PACKAGING FOR SUMMER VENDING PROGRAM

SPECIAL CONDITIONS

- PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between The School Board of Dade County, Florida and the awardee, upon final School Board approval, be extended for three (3) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement and Materials Management, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
- QUANTITIES:** The quantities or usage shown on the Bid Proposal Form are estimates only. No guarantee or warranty is given or implied by the Board, as to the total amount that may or may not be purchased from the resulting contract(s). These quantities are for bidders' information only, to aid in determining whether they will be able to supply the amounts, which may be required by the Board.
- AWARD:** To be considered for award, bids must be based upon the conditions and specifications contained herein. This bid shall be awarded to a primary and secondary vendor. The primary vendor shall initially assume all responsibilities of this bid. If, however, during the term of the contract the primary vendor cannot fulfill their contract, the secondary vendor shall assume all responsibilities if mutually agreed upon by the secondary vendor and the School Board. If the above occurs within the withdrawal period defined in the Instructions To Bidders, the secondary vendor must accept award. If the withdrawal period has elapsed and the secondary vendor does not agree to assume the contract at that time, the secondary vendor must immediately submit that decision in writing to the School Board of Miami-Dade County, Florida. Failure to submit the decision in writing, within 5 working days of the request, shall be considered as non-acceptance by the secondary vendor. The secondary vendor's prices must remain the same as originally bid and must remain firm for the duration of the contract.
- SCOPE OF WORK:** The successful bidder shall be responsible for providing packaging items as indicated on the Bid Proposal Page, for the summer vending program, which feeds children at summer programs operated by Miami-Dade at various public parks throughout Miami-Dade County.

Delivery shall be to Miami-Dade County Public Schools: Stores and Distribution Warehouse, 7001 SW 4TH STREET, Miami, Florida 33144, no later than May 27, 2003.

The items will be required during the summer vacation for schools of M-DCPS, therefore, initial delivery is requested no later than June 2, 2003.

Only bids submitted for items that meet or exceeds specifications will be considered for award.

- SAMPLES:** Samples are required for each item vendor submits a bid. Each sample must be labeled with bidder's name, bid number, and item number. Samples shall be delivered to the Department of Food and Nutrition, Attn: Tom Holmberg, Facilities Planning Coordinator, 7042 West Flagler Street, Miami, Florida 33144.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 127-CC03	BUYER P. FORD	PAGE SC 2
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BID TITLE:
PAPER AND PACKAGING FOR SUMMER VENDING PROGRAM

SPECIAL CONDITIONS (CONTINUED)

6. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
 1. Use of pencil is prohibited.
 2. Do not erase or use correction fluid to correct an error.
 3. All changes must be crossed out and initialed in ink.
7. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>
8. **INVOICING:** The successful vendor(s) shall be required to follow the attached Food Service Accounting Specifications procedure for handling delivery tickets, invoices and statements, whenever deliveries are made directly to each school location. All invoices and statements are submitted directly to the Accounts Payable Department and not to the Department of Food and Nutrition.
9. **U.S.D.A CERTIFICATION DOCUMENT:** Each vendor is required to complete and submit with their bid the U.S. Department of Agriculture Certification Form AD-1048 contained herein. Failure to do so may result in the vendors bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
BID NO. 127-CC03
PACKAGING FOR SUMMER VENDING PROGRAM

PLEASE PROVIDE ALL INFORMATION
 REQUESTED BELOW:

BID PROPOSAL FORM (FORMAT B)

Bid No.: 127-CC03 Title: PAPER AND PACKAGING FOR SUMMER VENDOR PROGRAM Buyer: PHILLIP FORD		LEGAL NAME OF BIDDER:			
ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	NOTES
	VENDOR TO USE INK OR TYPEWRITER USING BLACK RIBBON WHEN FILLING OUT THIS BID.				
	THE BOARD RESERVES THE RIGHT TO AWARD CONTRACT(S) TO THE LOWEST AND BEST BID FROM RESPONSIVE, RESPONSIBLE BIDDER(S), SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE SPECIFICATIONS, AS FOLLOWS: AWARD EITHER ITEMS 1 THROUGH 5, OR ITEMS 6 THROUGH 10, WHICHEVER SHALL BE DEEMED TO BE IN THE BEST INTEREST OF THE BOARD.				
1	Lunch Container: Polystyrene foam hinged lid container measuring approximately 9 1/2" x 9 1/2" x 3". Three (3) well, Double lock. Preferably, perforated at seam between lid and bottom for easier disposal. Recessed platform on the lid to allow containers to be stacked. For use in temperature range of approximately 32 F - 212 F. 100% Recyclable. 200 containers per case.	3500 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF CONTAINERS PER CASE _____
2	Snack Container: Polystyrene foam hinged lid container measuring approximately 5 1/2" x 6" x 3", one-compartment, single lock. Preferably perforated at seam between lid and bottom for easier disposal. Recessed platform on the lid to allow containers to be stacked. For use in temperature range of approximately 32 F - 212 F. 100% Recyclable. 200 containers per case.	3500 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF CONTAINERS PER CASE _____
	Items 3 and 4 to be awarded on a total low bid basis meeting specifications.				
3	4 Ounce Container: Polystyrene foam container. One compartment. To have capacity to fill with (4) four ounces of food, liquid or solid. Lid to fit securely and to not make container over flow or compress product. 100% recyclable. 1000 containers per case.	365 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF CONTAINERS PER CASE _____
4	Lid for (4) ounce container: Lid must fit item # 3. Translucent and non vented. 1000 lids per case.	365 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF LIDS PER CASE _____
5	Corrugated Transport Container: "C" -Flute 200 lbs, Measuring approx. 29" x 19 1/2" x 13 1/2", Color - Brown, Mfg - Carton Sales and Manufacturing Company, item "Summer Lunch carton" or equal. Packed individually. Minimum order quantity: 5,000	50,000 EACH	EACH	\$ _____ PER CONTAINER	

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
BID NO. 127-CC03
PACKAGING FOR SUMMER VENDING PROGRAM

PLEASE PROVIDE ALL INFORMATION
 REQUESTED BELOW:

BID PROPOSAL FORM (FORMAT B)

Bid No.: 127-CC03
 Title: PAPER AND PACKAGING FOR SUMMER VENDOR PROGRAM
 Buyer: PHILLIP FORD

LEGAL NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	NOTES
	VENDOR TO USE INK OR TYPEWRITER USING BLACK RIBBON WHEN FILLING OUT THIS BID.				
	Group II - Items 6 through 10 to be awarded on the basis of total low bid meeting specifications. Therefore, it is necessary for a bidder to bid on every item in order to have bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.				
6	Lunch Container: Polystyrene foam hinged lid container measuring approximately 9 1/2" x 9 1/2" x 3". Three (3) well, Double lock. Preferably, perforated at seam between lid and bottom for easier disposal. Recessed platform on the lid to allow containers to be stacked. For use in temperature range of approximately 32 F - 212 F. 100% Recyclable. 200 containers per case.	3500 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF CONTAINERS PER CASE _____
7	Snack Container : Polystyrene foam hinged lid container measuring approximately 5 1/2" x 6" x 3", one-compartment, single lock. Preferably perforated at seam between lid and bottom for easier disposal. Recessed platform on the lid to allow containers to be stacked. For use in temperature range of approximately 32 F - 212 F. 100% Recyclable. 200 containers per case.	3500 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF CONTAINERS PER CASE _____
8	4 Ounce container: Polystyrene foam container. One compartment. To have capacity to fill with (4) four ounces of food, liquid or solid. Lid to fit securely and to not make container over flow or compress product. 100% recyclable. 1000 containers per case.	365 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF CONTAINERS PER CASE _____
9	Lid for (4) Ounce container: Lid must fit item # 3. Translucent and non-vented. 1000 lids per case.	365 CASES	CASE	\$ _____ PER CASE	INDICATE NUMBER OF LIDS PER CASE _____
10	Corrugated Transport Container: "C" -Flute 200 lbs, Measuring approx. 29" x 19 1/2" x 13 1/2", Color - Brown, Mfg - Carton Sales and Manufacturing Company, item "Summer Lunch carton" or equal. Packed individually. Minimum order quantity: 5,000	50,000 EACH	EACH	\$ _____ PER CONTAINER	

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BUREAU OF PROCUREMENT AND MATERIALS MANAGEMENT
ORIGINATOR APPROVAL OF BID/RFP FINAL DRAFT**

DATE: February 26, 2003

TO: Penny Parham, Administrative Director, Department of Food and Nutrition

FROM: Phillip Ford, Buyer, Procurement Management and Materials Testing

BID NUMBER/TITLE: 127-CC03/ Paper and Packaging for Summer Vendor Program

Attached is a copy of the Final Draft of the above referenced bid. It is requested that you review, prior to distribution to the appropriate Deputy Superintendent and prospective bidders, and sign below to indicate approval. Kindly return only those pages with revisions together with this original form to the above named Buyer no later than March 5, 2003.

RETURN TO:

9999 Bureau of Procurement and
Materials Management
Room 354
Attn: Phillip Ford

A delay in the return of this form will cause the Bid and the ultimate delivery of goods to also be delayed.

ORIGINATOR

(Disapproved)

(Approved)

(Approved with noted changes)

3/7/03

(DATE)

FOLLOW UP DATE:
(For Buyer's use only)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

127-CC03

PAPER AND PACKAGING FOR SUMMER VENDING PROGRAM

FOOD SERVICE ACCOUNTING SPECIFICATIONS

PROCEDURE FOR HANDLING DELIVERY TICKETS, CREDITS, INVOICES AND STATEMENTS

MIAMI-DADE COUNTY SCHOOL LUNCHROOMS ARE OPERATED UNDER A CENTRAL SYSTEM. INVOICES FOR THE PURCHASES OF FOOD AND MISCELLANEOUS SUPPLIES MADE BY LUNCHROOMS UNDER THE CENTRAL SYSTEM ARE PAID BY THE ACCOUNTS PAYABLE DEPARTMENT-FOOD SERVICE SECTION.

TO FACILITATE THE HANDLING OF THESE INVOICES:

IT IS MOST IMPORTANT FOR ALL VENDORS TO ADHERE TO THE FOLLOWING INSTRUCTIONS:

1. THE PURCHASE ORDER NUMBER ISSUED BY THE DIVISION OF PROCUREMENT MANAGEMENT AND MATERIALS TESTING AND THE WORK LOCATION FOR EACH SCHOOL MUST BE LISTED ON EACH INVOICE. THE SUCCESSFUL VENDOR WILL RECEIVE A LIST OF APPROVED SCHOOL SITE LOCATION NUMBERS AND NAMES. (THIS LIST MAY BE REVISED AS CHANGES OCCUR).
2. UPON DELIVERY OF PRODUCT TO APPROVED SCHOOLS, VENDOR(S) MUST PROVIDE DELIVERY TICKETS IN QUADRUPLICATE. ALL FOUR (4) COPIES MUST BE SIGNED BY THE SCHOOL SITE FOOD SERVICE MANAGER AND DISTRIBUTED AS FOLLOWS:
 - (A) TWO (2) SIGNED COPIES LEFT WITH MANAGER AT THE TIME OF DELIVERY.
 - (B) TWO (2) SIGNED COPIES TO BE RETURNED TO THE VENDOR.
 - (C) THE VENDOR SHALL FORWARD WEEKLY STATEMENTS, WITH ONE COPY OF EACH SIGNED DELIVERY TICKET ATTACHED, DIRECTLY TO FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. ALL TICKETS SUPPORTING WEEKLY STATEMENTS MUST BE IN EXACT AGREEMENT WITH COPY OF DELIVERY TICKETS LEFT WITH MANAGERS. ALL DELIVERY TICKETS MUST SHOW THE WORK LOCATION NUMBER AND SCHOOL NAME FOR EACH DELIVERY SITE, AS WELL AS THE PURCHASE ORDER NUMBER ISSUED BY THE DIVISION OF PROCUREMENT MANAGEMENT AND MATERIALS TESTING.

THE SUCCESSFUL VENDOR(S) WILL PROVIDE TO THE DEPARTMENT OF FOOD AND NUTRITION , A COMPLETE SUMMARY OF PRODUCTS, SORTED BY SCHOOL SITE ALL PRODUCTS ORDERED AND DELIVERED TO EACH SCHOOL SITE ON A MONTHLY BASIS, BY NO LATER THAN THE FIRST THURSDAY AFTER THE LAST WORK DAY OF EACH MONTH.

3. MDCPS DEPARTMENT OF FOOD AND NUTRITION RESERVES THE RIGHT AND AUTHORITY TO ADD OR DELETE FOOD ITEMS BASED ON STUDENT PREFERENCE, SURVEY OF ACCEPTABILITY, AND ITEM PROFITABILITY.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

127-CC03

PAPER AND PACKAGING FOR SUMMER VENDING PROGRAM

FOOD SERVICE ACCOUNTING SPECIFICATIONS *(CONTINUED)*

4. **IN THE EVENT OF A CREDIT OR RETURN OF MERCHANDISE, VENDOR(S) MUST PROVIDE TICKETS DETAILING CREDITS AND RETURNS. CREDIT TICKETS SHOULD BE BOLDLY IDENTIFIED AS A CREDIT. ANY CANCELLATIONS OR MERCHANDISE RETURNS MUST BE RECORDED BY THE DRIVER ON A SEPARATE CREDIT TICKET IN QUADRUPLICATE AND ALL FOUR (4) COPIES MUST BE SIGNED BY THE SCHOOL SITE FOOD SERVICE MANAGER AS FOLLOWS:**

- (A) TWO (2) SIGNED COPIES LEFT WITH MANAGER, AT TIME OF NON-ACCEPTANCE OR VENDOR PICKUP.**
- (B) TWO (2) SIGNED COPIES TO BE RETURNED TO THE VENDOR WITH THE MANAGER'S SIGNATURE.**
- (C) ALL DELIVERY TICKETS MUST SHOW THE WORK LOCATION NUMBER AND SCHOOL NAME FOR EACH DELIVERY SITE, AS WELL AS THE PURCHASE ORDER NUMBER ISSUED BY THE DIVISION OF PROCUREMENT MANAGEMENT AND MATERIALS TESTING .**

THE VENDOR SHALL FORWARD WEEKLY STATEMENTS, WITH SIGNED CREDIT TICKETS (IF ANY), ATTACHED, DIRECTLY TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. SUPPORTING WEEKLY STATEMENT/INVOICE MUST BE IN EXACT AGREEMENT WITH COPIES OF CREDIT TICKET(S).

DO NOT MAIL STATEMENT TO INDIVIDUAL SCHOOL LUNCHROOMS

MAIL ALL STATEMENTS TO:

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
ACCOUNTS PAYABLE DEPARTMENT
FOOD SERVICE DIVISION
P.O. BOX 01-2570
MIAMI, FLORIDA 33101**

INVOICES FOR PURCHASES MADE BY PARENT TEACHER ASSOCIATION SHOULD NOT BE INCLUDED ON STATEMENTS SENT TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT, BUT SHOULD BE MAILED TO THE SCHOOL IN CARE OF THE P.T.A.

5. **PAYMENT FOR GOODS AND SERVICES OTHER THAN CONSTRUCTION SERVICES IS 45 DAYS FROM DATE OF INVOICE. VENDORS MAY INVOKE FLORIDA STATE STATUE 218.70 AND 218.74, PROVIDED PAYMENT HAS NOT BEEN MADE ON A TIMELY BASIS.**

INSTRUCTIONS FOR CERTIFICATION

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.

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 and 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.

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 changed circumstances.

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.

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 which 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.

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.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 not required to, check the Non-procurement List.

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.

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 Suspensions, 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 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
Name

PR/Award Number of Project

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

Signature(s)

Date