



INVITATION TO BID

EDMOND PUBLIC SCHOOLS

1001 W. DANFORTH EDMOND, OK 73003

ATTN: PURCHASING (405) 340-2810 purchasing@edmondschools.net

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON PAGE 2 OF THIS BID.

Issue Date	Competitive Bid Number	Closing Date/Time
February 8, 2021	Prime Vendor RFP 21-30	March 24, 2021 1:00 p.m.CST

Edmond Public Schools (EPS) issues this Request for Proposals (RFP) to procure a contract solution for a PRIME VENDOR (for Child Nutrition Food and Related Supplies) with a Piggyback Provision for other Oklahoma School Food Authorities. Details of the RFP are available beginning February 8, 2021, continuing until March 24, 2021. Details may be obtained from the Edmond Public Schools website (www.edmondschools.net), by e-mail at purchasing@edmondschools.net, or call (405)340-2810. A mandatory pre-proposal meeting will be held at the Child Nutrition Office located at 125 N. State St., Edmond, OK 73003 on February 18, 2021, at 10:00 a.m. Central Time. Attendance is required if intending to submit a proposal.

Proposals must be submitted in a sealed packet, clearly marked as **Prime Vendor RFP # 21-30** and dated with the Response closing date. Proposals must include two separate sealed envelopes; one for the Technical Proposal and the other for the Pricing Proposal. Each sealed envelope must be clearly marked indicating "Technical Proposal" or "Pricing Proposal". Proposals must be received by the Purchasing Office located at Edmond Public Schools (EPS) Administration Center, 1001 W. Danforth, Edmond, OK 73003 by March 24, 2021, at 1:00 p.m. Central Time. Any responses received after 1:00 pm (Central Time) on March 24, 2021, will not be considered.

Non-Kickback Affidavit must be submitted with each invoice exceeding \$25,000.

The vendor must comply with the Contract Work Hours and Safety Standards Act (CWHSSA), which is a United States federal law that covers hours and safety standards. The Act provides that employees receive no less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek.

This procurement utilizes the Request for Proposal method and, as such, award does not have to be made to the company submitting the lowest priced proposal. The award will be given to the company submitting the best responsive proposal satisfying the requirements of Edmond Public Schools.

Questions may be directed to Dan Lindsey, Director of Child Nutrition, by phone at 405-340-2843 or by email at dan.lindsey@edmondschools.net.

The Board of Education of Independent School District I-12, Oklahoma County, Edmond, Oklahoma, is under no obligation to accept any quotation. This bid quotation is submitted as a legal offer and when accepted by the Board of Education constitutes a firm contract.

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: Firm: _____

FEIN: _____ Email: _____

STATE OF _____ Address: _____ Phone: _____

COUNTY OF _____ City: _____ State: _____ ZIP: _____

The undersigned agent represents that (s)he is of lawful age, being first duly sworn, on oath says that: (1.) (s)he is the duly authorized agent of the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and district officials or employees, as well as, facts pertaining to the giving or offering of things of value to district personnel in return for special consideration in the award of any contract pursuant to the bid to which this statement is attached; (2.) (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and (3.) neither the bidder nor anyone subject to the bidder's direction or control has been a party to: (a.) any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, (b.) any collusion with any district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, (c.) any discussions between bidders and any district official concerning exchange of money or other thing of value for special consideration in the award of a contract, (d.) paying, giving or donating or agreeing to pay, give or donate to any officer or employee of Edmond Public Schools, any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Subscribed & sworn before me this _____ day of _____, 20_____

NAME/TITLE OF AUTHORIZED AGENT

SIGNATURE NOTARY PUBLIC (or CLERK or JUDGE)
My commission expires: _____ Seal: _____

SIGNATURE OF AUTHORIZED AGENT

TERMS AND CONDITIONS

1. Sealed proposals are due at the Purchasing Office at Edmond Public Schools (EPS) Administration Center, 1001 W. Danforth, Edmond, Oklahoma. Proposals received after the closing time stated in the RFP will not be considered.
2. Proposals must be sealed and clearly marked with the name of the offeror, RFP number, and closing date of RFP.
3. Proposals must contain two separate, clearly marked, sealed envelopes; one containing the TECHNICAL proposal and the other containing the PRICING proposal. Offers must be submitted on the prepared, enclosed forms. All information must be legible.
4. The award will be made, on the basis of price and other factors, to the responsive and responsible firm whose response is most advantageous to EPS and Campus Smart Schools, after price and other factors have been considered.
5. Proposals received must include completed affidavit on front of this form. Alternate forms may be considered but must reference this RFP; all terms and conditions will still apply. Penciled offers will not be accepted. All corrections must be initialed.
6. Items shall be proposed F.O.B. to EPS and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
7. All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your proposal and such documentation will be furnished to the vendor with the purchase order.
8. The vendor shall deliver merchandise as proposed. No deviations shall be made without prior approval of the Purchasing Office.
9. No interpretation will be addressed by the Purchasing Office unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda and will be sent to all prospective offerors if the competitive nature of the RFP is affected. An extension of the closing date may be made by EPS if the situation warrants.
10. Proposals should reference the brand name/item number listed or its equivalency. If proposals are based on equivalent ("alternate") products, indicate on the response form the manufacturer's name and item number. Vendor must submit spec sheets for any proposed "alternates" or where the brand is not specified. Proof of equivalency is the responsibility of the proposer, but final determination of acceptable equivalency belongs to EPS. Proposals that do not comply with these requirements are subject to rejection.
11. All proposals submitted are subject to the purchasing policies and procedures established by the EPS Board of Education, these Terms and Conditions, and specifications listed herein – all of which are made a part of this RFP by reference. This RFP, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
12. This proposal is submitted as a legal offer, and any proposal awarded by EPS Board of Education constitutes a firm contract.
13. This form must be completed with the corporate name of the responder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any contract award and subsequent payment will be made on the basis of responder's name as shown on the response. Oklahoma laws require each vendor submitting a response to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this response is invalid if statement of non-collusion is not signed.
14. By submitting a response, vendor acknowledges and will honor the Terms and Conditions. Any attachments produced by the responder and submitted with this proposal will become part of this proposal. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
15. PROPOSALS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. EPS RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.
16. If this contract will involve any labor on the campus of EPS, the vendor must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The vendor will hold the District harmless and will assume all responsibility for personal injury and property damage occurring with the project. The awarded vendor is to ensure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that s(he) is exempt from carrying such insurance, BEFORE work begins. Failure to carry the Insurance by an exempt vendor will not necessarily void his/her proposal.
17. If your company participates in a national purchasing cooperative, please contact EPS Purchasing Office for information regarding the District's participation.
18. Acceptance of the District's purchasing card as a payment may be considered and evaluated in the contract award.
19. There shall be no storage charges for any items stocked by the Vendor. Substitutions made for "out of stock" items are acceptable only with District approval and priced at or below the proposed price of the original items.
20. The Vendor shall keep the District informed of any rebates that could be redeemed by the District and provide tracking information on usage so that the District may take full advantage of all available rebates and free goods offers.
21. As listed in "Attachment A – Participating Districts", delivery will be to each of the districts' facilities. Each participating district will be responsible for issuance and payment independently from the other. This offer does not reflect any joint ownership or legal partnership between the districts. Each district shall contract and place orders separately. Each district will be responsible for negotiating its own commodity-handling terms.
22. Deliveries:
 - a. Deliveries are to be made weekly to the appropriate number of sites listed in "Attachment A – Participating Districts".
 - b. Deliveries will be made during normal operating hours of 6:30am – 1:30pm. Each participating district will specify its delivery window.
 - c. Acceptance of deliveries may be delayed if made between the serving hours of 11:00am – 1:00pm.
 - d. All product and invoices will be inspected and signed by a Child Nutrition employee at the time of delivery denoting correctness of delivery, unless otherwise noted.
23. Returns and Credits:
 - a. Child Nutrition reserves the right to refuse and return any product, at the time of delivery or at the next delivery date, that is determined to be unacceptable. Returned items and cause of refusal will be denoted on the signed invoice.
 - b. Unacceptable product includes, but is not limited to: not meeting specification, out of date, damaged, or pilfered.
 - c. Vendor will replace refused product within a time frame not disruptive of planned usage. Time frame will be mutually determined on case by case basis by Child Nutrition and the vendor.
24. All invoices received by the last working day of any given month, as determined by EPS Child Nutrition, will be paid by the 25th day of the following month. Each participating district will specify its credit terms.
25. Either party may terminate this contract by notifying the other party in writing within thirty (30) days prior to the intended date of termination. Failure to comply in full with the terms of this contract will be considered cause for immediate cancellation.

EQUAL OPPORTUNITY STATEMENT

Edmond Public Schools, in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

Scope of Work

The goal of this Request for Proposal (RFP) is to establish a contract with a Distributor for the purchase and delivery of food and non-food items by Edmond Public Schools and to include a piggyback provision for other Oklahoma School Food Authorities. Proposals shall include a plan to accept piggyback districts and include any limitations or minimum requirements that piggybacking districts would need to meet, such as distance from distribution center, district size, drop size, delivery frequency, etc.

The contract shall include a complete and comprehensive program for orders, deliveries, fill-rate, pricing, invoicing, promotions and rebates, electronic data transmission, and evaluation programs. Participating Campus Smart Schools reserve the right to utilize a secondary vendor for food items if it is determined that it is in the best interest of each district to do so.

Pricing proposals will be evaluated based on the lump sum of the Market Basket (see Attachment B).

Edmond Public Schools and Campus Smart members' expectations are that the Distributor shall maintain a high quality program for warehousing and distribution, to assure that first-in first-out principles are used, product shelf life is monitored, products are free of damage, correct products and quantities are selected and delivered at the correct price, product discrepancies and complaints are resolved and corrective action is initiated, customer satisfaction is monitored, supplier, USDA and FDA initiated food recalls are promptly reported, and salvaged products are not used. It is critical to Edmond Public Schools and Campus Smart that an alliance is established with a Distributor who has a record of conforming to contractual requirements and schedules, a record of reasonable and cooperative behavior, commitment to customer satisfaction and an overall business-like concern for the interests and success of the customer. Proposals may include references from current Oklahoma school customers to help evaluate overall qualifications and customer satisfaction.

While the purpose of this RFP is to establish an agreement with a Distributor to provide Edmond Public Schools and Campus Smart Schools with a primary source of supply for regularly ordered food, the resulting agreement is not to be interpreted as an "exclusive" agreement with respect to all requirements for such products. Participating districts are highly encouraged to purchase all needed items off of this contract. However, they are not obligated to purchase off of this contract and can choose to purchase from other contracts if they wish. It is anticipated that certain products or categories of products will be accepted or excluded from the Agreement. A listing of specific exceptions would include, but not be limited to the following: ice cream and novelties, fresh milk and dairy products, bread, produce, vending items and non-food items.

Edmond Public Schools and the participating districts cannot and will not guarantee any purchase volume under any contract resulting from this RFP.

Edmond Public Schools and the participating districts expect the Distributor to work in concert with all the participating staff to provide a high-quality dining program at competitive prices. With this goal in mind, the Distributor is expected to apprise Edmond Public Schools and participating districts of opportunities to reduce cost and maintain high standards of food quality.

As the contract commences, pricing may be requested for new items. The Distributor may negotiate pricing with manufacturers on behalf of Edmond Public Schools and the participating districts.

Proposal Schedule: (all times are Central Time)

RFP Issued February 8, 2021

MANDATORY Pre-Proposal Conference 10:00 am February 18, 2021
Edmond Public Schools Child Nutrition Office at 125 N. State Street, Edmond, OK 73003

Any questions related to the RFP will be answered at the pre-proposal conference. Attendance at the pre-proposal conference is mandatory if you plan on submitting a proposal.

Deadline to Submit Proposal 1:00 pm March 24, 2021

Award Announced April 6, 2021

Contract Begins July 1, 2021

The initial term shall be from July 1, 2021, to June 30, 2022. This agreement will become effective upon signing by both parties. This agreement may be extended annually for an additional four (4) years upon mutual ratification by the parties.

ESTIMATED QUANTITIES AND "PIGGYBACK" PROVISIONS

This solicitation includes estimated quantities for the members of Campus Smart Schools (see Attachment A). The quantities specified on the Market Basket are representative of the collective quantities of participating Campus Smart school districts. To assist offerors in preparing the proposal, each school district's quantity has been provided with the exception of new items, or items never purchased before. Each district's participation is contingent on approval by its own Board of Education.

At the offeror's election, the offeror may accept or reject to extend the contract pricing and terms specified herein to other participating ("Piggyback") school districts (see Attachment A). Contingent on their agreement to purchase at least 80% of food products from the awarded offeror, additional Oklahoma school districts may also "piggyback" on this contract as members of Campus Smart Purchasing Group.

Material changes to the original contract may arise as a result of the "piggybacking" because the parties to the original contract may not have anticipated the increased quantity of goods and services necessary to fulfill the needs of the participating districts. Consequently, if the actual combined annual purchases exceeds a 33% increase in the amount of the estimated annual volume in the original RFP, Edmond Public Schools will have to re-bid for the following year.

QUESTIONS REGARDING THE SOLICITATION

- There will be a mandatory pre-proposal meeting on **Thursday, February 18, 2021, at 10:00 am** at Edmond Public Schools Child Nutrition Office, 125 N. State Street, Edmond 73003.
- Do not contact any of the participating Piggyback districts for questions. All questions must be sent to Edmond Public Schools.
- **All questions of material relevance must be submitted in writing or by email to Dan Lindsey, Director of Child Nutrition by 3:00 p.m. CDT on March, 11, 2021. Email address: dan.lindsey@edmondschools.net**
- Responses to questions of material relevance will be issued to all vendors attending the pre-proposal meeting.

The participating districts are interested in any additional incentives the Vendor may have to offer to decrease the cost of the foods it purchases. Vendors should offer only those items that they can supply to Edmond Schools on a consistent basis. Edmond Public Schools Board of Education will evaluate and award proposals on an item-by-item basis or in a manner that is most advantageous to the District.

Submitted response is considered a legal offer and an award by the Edmond Public Schools Board of Education constitutes a firm contract. Please reference "Terms and Conditions" attached. The fixed fees and availability of product must be guaranteed for the duration of the contract. **Amounts needed on each Market Basket item are estimates for evaluation purposes only and are not guaranteed.**

Your assistance and advice in clarification of our system and/or specifications is greatly appreciated. It is our hope you will continue to communicate trends in the market place so the goal of purchasing the right product at the right price for the greatest service to students is accomplished.

Pricing Information

A. Cost of Items

The fixed fee structure established with the initial proposal may not change during the life of the contract. The fee structure shall remain firm for the duration of the contract on all products purchased through this agreement.

The District is requesting pricing that includes the actual cost (actual cost to the Vendor) of product plus a fixed fee for service per each case. The Vendor shall specify (on the attached "Attachment C -Fixed Fee / Case Schedule") the fixed fee for service per case for each category of food and supplies not specifically listed on the market basket response sheets. The fixed fee for service shall be a set flat-rate fee and not a percentage of the cost. The fixed fee for service shall include all associated costs, including, but not limited to, shipping, freight, storage, and fuel surcharges.

A market basket of items is attached with the proposal (see "Attachment B – Market Basket"). Pricing proposals will be evaluated based on the lump sum of the Market Basket. To evaluate pricing data, Vendors shall use "Distributor Costs" for the 2021-22 school year, beginning on July 1, 2021. For staple-type items, where School Year 2021-22 pricing is not available, vendors shall use "Distributor Costs" for the week of February 1, 2021.

All price quotes must be submitted on the forms that accompany this RFP.

Vendor must guarantee that quoted items meet or exceed attached specifications by offering the Brand Name or "Equal To" for all items listed. To evaluate the quality of items offered, Vendor must submit specification sheets for any "alternate" items offered or where no brand/manufacturer is specified by the District. Edmond Public Schools has sole authority in determining whether or not an item is an acceptable alternate.

No items requested shall include any state or federal excise tax. The tax exemption certificate will be furnished upon request.

As the contract commences, pricing may be requested for new items. The Distributor may negotiate pricing with manufacturers on behalf of Edmond Public Schools and the participating districts.

B. Audit Rights

The District requires open, unannounced audit rights throughout the length of agreement. The District will audit only those materials associated with the District's pricing.

Evaluation and Award

The award will be made, on the basis of price and other factors, to the responsive and responsible firm or individual whose response is most advantageous to the district, after price and other factors have been considered. Proposal evaluations will consider the following:

- | | |
|--|-----------|
| • Cost/Delivered Price | 50 Points |
| • Ability to Provide Products and Meet Specifications | 15 Points |
| • Service and Delivery | 15 Points |
| • Discounts and Incentives (e.g., quick payment, p-card, volume) | 10 Points |
| • Value-Added Services (e.g., reporting, inventory management) | 10 Points |
| • Overall Qualifications, including past experience/history | 10 Points |

Attachment A - Participating Districts

District Name	Contact Name	E-mail Address	Phone	# of Delivery Sites	Estimated Annual Spend	Proj Annual Cases Shipped	Average Drop Size
Lead District:							
Edmond	Dan Lindsey	Dan.Lindsey@edmondschools.net	(405) 340-2889	30	\$ 3,600,000	137,488	\$ 3,069
Other Participating Districts:							
Asher	Terry Grissom	terryg@asher.k12.ok.us	(405) 784-2331	1	\$ 150,000	5,863	\$ 1,440
Avant	Jennifer Kieffer	jkieffer@avant.k12.ok.us	(918) 263-2135	1	\$ 25,000	971	\$ 689
Bixby	Helen Hurst	hhurst@bixbyps.org	(918) 366-2214	10	\$ 730,000	22,358	\$ 1,681
Blanchard	Jamie Romine	jromine@blanchard.k12.ok.us	(405) 485-3391	4	\$ 260,000	9,136	\$ 1,828
Bridge Creek	Krystal Ferguson	kbell@bridgecreek.k12.ok.us	(405) 370-5898	4	\$ 320,000	10,232	\$ 1,789
Burlington	Rhonda Pinkston	rpinkston@burlingtonschool.com	(580) 431-2222	1	\$ 45,000	1,606	\$ 950
Chelsea	April Lopez	alopez@chelseadragons.net	(903) 407-2255	1	\$ 280,000	9,686	\$ 2,122
Collinsville	Michell Janah	mjanah@collinsville.k12.ok.us	(918) 371-4048	3	\$ 410,000	14,192	\$ 2,746
Crooked Oak	Tammy Bender	TBender@crookedoak.org	(405) 672-1525	2	\$ 220,000	7,163	\$ 2,448
Duncan	Becky Barnes	becky.barnes@duncanps.org	(580) 252-2492	3	\$ 620,000	21,211	\$ 4,710
El Reno	Jeff Edwards	jedwards@elrenops.org	(405) 262-1789	8	\$ 500,000	18,755	\$ 1,659
Elk City	Jacy Dyson	Dyson.Jacy@Elkcitieschools.com	(580) 225-0175	5	\$ 355,000	11,085	\$ 1,823
Empire	Susan Kunselman	skunselman@empireschools.org	(580) 252-5392 (Ext 1218)	1	\$ 230,000	8,475	\$ 2,024
Eufaula	Laura Charles	llcharles@eufaula.k12.ok.us	(918) 689-2682	6	\$ 280,000	9,454	\$ 1,567
Freedom	Patricia Dauphin	pdauphin@freedom.k12.ok.us	(405) 621-3271	1	\$ 30,000	1,103	\$ 749
Glencoe	Cheryl Jeffery	cjeffrey@glencoe.k12.ok.us	(405) 338-5227	1	\$ 230,000	9,605	\$ 2,021
Glenpool	Maressia Range	mmrange@glenpoolps.org	(918) 322-9500	6	\$ 960,000	33,183	\$ 2,069
Hartshorne	JoAnne Shaw	jshaw@hartshorne.k12.ok.us	(918) 297-2433	2	\$ 905,000	34,240	\$ 3,008
Hominy	Gayla Crenshaw	gcrenshaw@hominy.k12.ok.us	(918) 885-6511	1	\$ 210,000	7,797	\$ 2,149
Hulbert School	Mary Longmire	mlongmire@hulbertriders.net	(918) 772-2501	1	\$ 170,000	6,259	\$ 2,252
Indianola	Christy Klein	cklein@indianola.k12.ok.us	(918) 617-5240	2	\$ 75,000	2,710	\$ 1,671
Justus Tiawah	Sheila Arms	sarms@justustiawah.com	(918) 341-1252	2	\$ 170,000	5,829	\$ 713
Lexington	Kristie Johnson	kjohnson@lexington.k12.ok.us	(405) 527-7236	1	\$ 55,000	2,353	\$ 1,462
Maple	Lauri Bone	lbone@mapleschool.us	(405) 262-5647	1	\$ 95,000	3,141	\$ 1,325
McAlester	Donna Green	DGreen@mcalester.k12.ok.us	(918) 423-7816	11	\$ 1,230,000	47,430	\$ 2,215
Mid-Del	Denise Smith	denise.smith@mid-del.net	(405) 739-1611 (Ext 2235)	23	\$ 2,335,000	67,071	\$ 2,287
Middleberg	Liz Wittenbach	lwittenbach@middleberg.k12.ok.us	(405) 485-3612	1	\$ 45,000	1,611	\$ 995
Morrison	Marilyn Williams	marilynwilliams@morrisonps.com	{580} 742-8757	2	\$ 135,000	5,561	\$ 1,532
Newcastle	Paula Bowden	pbowden@newcastle.k12.ok.us	(405) 387-4304	4	\$ 345,000	12,013	\$ 1,828
North Rock Creek	Bob Williams	bwilliams@nrcps.org	(405) 275-3473	2	\$ 460,000	15,926	\$ 1,277
Oologah-Talala	Tami Jennings	tami.jennings@oologah.k12.ok.us	(918) 443-6213	2	\$ 400,000	14,034	\$ 2,470
Ponca City	Jeff Denton	DentoJ@pcps.us	(580) 718-3990	4	\$ 1,200,000	39,346	\$ 3,787

Attachment A - Participating Districts

District Name	Contact Name	E-mail Address	Phone	# of Delivery Sites	Estimated Annual Spend	Proj Annual Cases Shipped	Average Drop Size
Sequoyah	Sharon Groves	sharon.groves@sequoiaheagles.net	(918) 341-0782	3	\$ 110,000	4,131	\$ 983
Springer	Daphne Custard	dcustard@springer.k12.ok.us	(580) 653-2656	1	\$ 55,000	1,753	\$ 1,278
Stillwater	Krista Neal	kneal@stillwaterschools.com	(405) 533-6445	1	\$ 850,000	37,601	\$ 17,791
Vinita	Corinne Bridgeman	bridgece@vinitahornets.com	(918) 256-6950	4	\$ 205,000	6,211	\$ 1,743
TOTALS				156	\$ 18,295,000	646,582	\$ 2,325.42

* Vendor **must** submit spec sheets for any proposed "alternates" or where the brand is not specified.

Attachment B - Market Basket

Description	* Brand (or Spec)	Pack Size	Mfr Item Code	Annual Usage	Exact Match Currently Stocked? Yes or No	Pack Size (if different)	Brand (if different)	Description (if different)	Distributor Cost (NOI does not apply)	Fixed Fee per Case	Final Delivered Price to District
APPLE, RED DELIC SLICD SKIN ON SS	PETERSON FARMS FRESH	100/2 OZ	210005	1,352							
APPLESAUCE, UNSWEETENED CANNED IN JUICE	Grade A	6/#10 CN		831							
BEAN, BAKED W/ BACON & BRN SUGAR	BUSHES BEST	6/#10 CN	1619	1,375							
BEAN, GREEN BLUE LAKE CUT 4 SIEV CANNED	Grade B or better	6/#10 CN		768							
BEEF, FINGER GROUND BRDD WGR .96 Z	ADVANCEPIERRE	160/.96 OZ	10000019238	1,271							
BEEF, PATTY GRND 2.5 Z SOY CHARBROIL	ADVANCE FOOD HEARTLAND BEEF	90/2.5 OZ	155-525-0	939							
BEEF, PATTY GRND W/ ONION 2.6 Z	ADVANCEPIERRE	100/2.6 OZ	10000013782	3,668							
BEEF, PATTY STK BRDD WGR 3.8 Z	TYSON	85/3.8 OZ	69035	947							
BISCUIT, BTRMLK 1 Z UNSLICED	PILLSBURY	175/1 OZ	94562-06234	611							
BISCUIT, BTRMLK 2.25 Z UNSLICED	PILLSBURY	120/2.25 OZ	94562-06236	1,056							
BREAD, GARLIC WGR 1 SLICED BKD	FLOWERS FOODS SPECIALTY GROUP	125/1.2 OZ	99887160	2,516							
BREAD, WHITE WHEAT WHL GRAIN	HILLTOP HEARTH	10/24 OZ	472462	1,650							
BREADSTICK, MOZZ STUFFED WGR 1 Z	WILD MIKE'S	240/1 OZ	11003	1,487							
BREADSTICK, MOZZ STUFFED WGR	BOSCO'S	144/2.04 OZ	17020111120	1,806							
BROCCOLI, CUT IQF FZN FLORETS	Grade A (Short spears/Florets)	20 LB		987							
BUN, HAMBURGER WHITE WGR 3.75 INCH SLICED	BAKE CRAFTERS	4/30/2 OZ	453	3,920							
CEREAL, WG BOWLPACK ASSTD FLAVORS 1 OZ	Whole Grain	96/1 OZ		4,635							
CEREAL, WG BOWLPACK ASSTD FLAVORS 2 OZ	Whole Grain	48/2 OZ		3,954							
CHEESE, CHEDDAR MILD SHRED	LAND O'LAKES	4/5 LB	41749000034500	1,023							
CHEESE, MOZZ SHRED LMPS POUCH	LAND O'LAKES	4/5 LB	41698000034500	1,391							
CHEESE, MOZZ STRING IW REFRIG	LAND O'LAKES	168/1 OZ	59701000034500	1,538							
CHICKEN, BNLS WING BRDD	BRAKEBUSH	2/5 LB	7203	2,150							
CHICKEN, BREAST 3 Z SEASONED BLSL	TYSON RED LABEL	2/5 LB	10383500928	729							

* Vendor **must** submit spec sheets for any proposed "alternates" or where the brand is not specified.

Attachment B - Market Basket

Description	* Brand (or Spec)	Pack Size	Mfr Item Code	Annual Usage	Exact Match Currently Stocked? Yes or No	Pack Size (if different)	Brand (if different)	Description (if different)	Distributor Cost (NOI does not apply)	Fixed Fee per Case	Final Delivered Price to District
CHICKEN, BREAST 3.75 Z BRDD	TYSON	4/7.74 LB	10703020928	686							
CHICKEN, CHUNK .64 Z BRDD SESD	TYSON	2/5 LB	10058100928	1,241							
CHICKEN, CHUNK .7 Z BRDD WGR	TYSON	4/8.2 LB	10703640928	1,337							
CHICKEN, CHUNK RANDOM BATTERED TANGERINE	GREEN DRAGON	6/7.15 LB	72001	1,038							
CHICKEN, DCD .5 SESD WHT & DK MEAT	TYSON	2/5 LB	10228300928	1,197							
CHICKEN, DRUMSTICK BRDD WGR	TYSON	4/7.41 LB	16660100928	1,143							
CHICKEN, GROUND DARK MEAT	TYSON	4/5 LB	10262330928	744							
CHICKEN, POPCORN BRDD WGR SMACKERS	GOLD KIST	6/5 LB	110452	999							
CHICKEN, POPCORN BRDD WGR	TYSON	4/8.2 LB	10703680928	993							
CHICKEN, PATTY 3.49 Z BRDD	TYSON	6/25/3.49 OZ	10703040928-DWO	999							
CHICKEN, STICK .86 Z BRDD WGR	BRAKEBUSH	10 LB	5637	1,508							
CHICKEN, TENDER BRDD WGR	TYSON	6/5.165 LB	070332-0928-DWO	1,448							
CHICKEN, TENDER BREAST MEAT BRDD	TYSON	6/5.15 LB	17033220928	2,616							
CHIP, ASSTD FLAVORS	FRITO-LAY	104/1 OZ		2,268							
CHIP, ASSTD FLAVORS	FRITO-LAY	72/1 OZ		5,189							
CHIP, CORN BULK	FRITOS	8/16 OZ	12248	2,786							
CHIP, TORTILLA YLW CORN NACHO CHEESE SS	DORITOS	18/2.5 OZ	66980	656							
CHIP, TORTILLA YLW NACHO RND	RUDY'S FOOD PRODUCTS	3/2 LB	4000	1,886							
COOKIE, CHOC CHIP WGR SS	GRANDMAS FRITO LAY	80/1.22 OZ	66154	1,032							
COOKIE, FORTUNE SS	LA CHOY	96 EA	4430012628	632							
CORN DOG, CHIX WHL GRAIN MINI	FOSTER FARMS	2/5 LB	96086	1,509							
CORN DOG, TRKY WHL GRAIN BATTERED	STATE FAIR	72/4 OZ	10000009988	1,926							
CORN, KERNEL YELLOW FZN	Grade B or better			2,097							

* Vendor **must** submit spec sheets for any proposed "alternates" or where the brand is not specified.

Attachment B - Market Basket

Description	* Brand (or Spec)	Pack Size	Mfr Item Code	Annual Usage	Exact Match Currently Stocked? Yes or No	Pack Size (if different)	Brand (if different)	Description (if different)	Distributor Cost (NOI does not apply)	Fixed Fee per Case	Final Delivered Price to District
DONUT, CAKE RING CHOC COATED	SUPER BAKERY	72/3.3 OZ	7786	2,069							
DONUT, CAKE RING PWDRD SUGAR	SUPER BAKERY	72/3 OZ	7787	873							
DOUGH, BISCUIT SOUTHERN STYLE 2.2 Z	PILLSBURY	216/2.20 OZ	94562-06346	2,741							
DOUGH, COOKIE SUGAR 1.25 Z FZN	COUNTRY HOME BAKERS (J&J)	288/1.25 OZ	14245	1,814							
DOUGH, ROLL CINNAMON SWEET PETITE FZN	RICH'S	240/1.25 OZ	3480	1,464							
DOUGH, ROLL WHITE WHEAT WHL GRAIN 2.5 Z	RICH'S	160/2.5 OZ	13918	3,735							
DOUGH, ROLL WHITE WHEAT WHL GRAIN 1 Z	RICH'S	288/1.25 OZ	10988	1,746							
DRESSING, RANCH LIGHT SS CUP	HIDDEN VALLEY DRESSINGS	160/1 OZ	14374HVR	846							
DRESSING, RANCH PLST JAR SHELF STABLE	MRS. CLARKS	4/1 GA	52906	1,001							
DRESSING, RANCH SS CUP SHELF STABLE	KEN'S	100/1 OZ	KE0789A1	1,536							
FLAUTA, CHIX & CHEESE 2.75 Z CKD	STATE FAIR / TYSON	72/2.75 OZ	10078880821	777							
FORK, MW BLACK PLYST BULK DISPENSER	DIXIE ULTRA SMARTSTOCK	24/40 EA	SSF51	1,878							
FORK, MW WHITE POLYP BULK PLST		1000 EA		1,995							
FRENCH TOAST, WGR CINN GLAZED STICK	PAPETTIS / TABLE READY	85/2.9 OZ	46025-75012-00	974							
FRUIT COCKTAIL, DCD IN EX LS	Grade B	6/#10 CN		1,016							
HAM, DICED .25 WATER ADDED CKD FZN PORK		4/2.5 LB		614							
HAM, TURKEY CKD FZN SLCD .5 Z	JENNIE-O TURKEY STORE	12/1 LB	2565	1,259							
HOLDER, POT TERRY FIRE RETARD ONE SIDE		1 EA		761							
HONEY BUN, WGR GLAZED 2.75 Z	SUPER BAKERY	80/2.75 OZ	6060	635							
JELLY, ASST #4 SS CUP	SMUCKER'S	200/0.500 OZ	5150000774	1,565							
JERKY, BEEF ORIG SS BAG	JACK LINK'S	48/.85 OZ	10000007721	1,176							
JUICE, ASSTD FLAVORS 100%	TROPICANA	12/12 OZ	3561	1,204							
JUICE, SPKLG ASSTD FLAVORS	THE SWITCH	24/8 OZ	317	2,902							

* Vendor **must** submit spec sheets for any proposed "alternates" or where the brand is not specified.

Attachment B - Market Basket

Description	* Brand (or Spec)	Pack Size	Mfr Item Code	Annual Usage	Exact Match Currently Stocked? Yes or No	Pack Size (if different)	Brand (if different)	Description (if different)	Distributor Cost (NOI does not apply)	Fixed Fee per Case	Final Delivered Price to District
JUICE, SPKLG DRINK CAN ASSTD FLAVORS	IZZE	24/8.4 OZ	1507	4,071							
JUICE, ASSTD FLAVORS 100% ASEPTIC BOX	JUICE BOWL	44/4.23 OZ	90040	49,272							
KETCHUP, TOMATO FCY 33% DISPENSER	HEINZ	2/1.5 GA	10013000515501	947							
KETCHUP, TOMATO FCY 33% SS FOIL	HEINZ	1000/9 GR	10013000984802	2,338							
KIT, CUTLERY SPORK STRAW NAP MW		1000 EA		1,818							
LINER, PAN FOOD 16.4X24.4		1000 EA		687							
MACARONI & CHEESE, REDUCED FAT	LAND O'LAKES	6/5 LB	43284000034500	811							
MARGARINE, SOLID IW	TRANS FAT FREE	30/1 LB		942							
MAYONNAISE, LIGHT SS POUCH	KRAFT	200/.44 OZ	10021000665331	636							
MILK, CHOC SKIM UHT VITAMIN A & D	HERSHEY UHT	27/8 OZ	1003	5,511							
MIX, GRAVY PEPPER	SHAWNEE MILLS	6/1.5 LB	289062809	1,666							
MUFFIN, ASSTD FLAVORS WHL GRAIN 2 Z IW	OTIS SPUNKMEYER DEL ESSENTIAL	72/2 OZ	10143	2,983							
ORANGE, MANDARIN WHL IN JCE TFF BWL	DOLE PACKAGED	36/4 OZ	4208	1,899							
ORANGE, MANDARIN WHL IN LS CND	Grade B or better	6/#10 CN		1,955							
PANCAKE, BUTTERMILK 1.2 Z HEAT & SERVE	HILLTOP HEARTH	144/1.2 OZ		1,109							
PASTA, PENNE RIGTE SHELF STABLE	BARILLA	2/10 LB	1000440072	750							
PASTA, SPAG SHELF STABLE	BARILLA	2/10 LB	1000354005	672							
PEACH, DICED IN EX LS CANNED	Grade B	6/#10 CN		1,460							
PEACH, DICED IN JUICE SS PLST CUP	DOLE PACKAGED	36/4 OZ	3073	1,464							
PEAR, DICED NW IN EX LS CANNED	Grade B	6/#10 CN		1,921							
PINEAPPLE, TIDBIT IN JCE NON GMO	DOLE PACKAGED	6/#10 CN	553	3,157							
PIZZA, CHEESE 16 THIN CRUST FZN	ALPHA SIMPLY DELICIOUS	9/39 OZ	SD162S	2,279							
PIZZA, CHEESE 6 FRENCH BREAD CN	TONY'S	60/5.2 OZ	78356	743							

* Vendor **must** submit spec sheets for any proposed "alternates" or where the brand is not specified.

Attachment B - Market Basket

Description	* Brand (or Spec)	Pack Size	Mfr Item Code	Annual Usage	Exact Match Currently Stocked? Yes or No	Pack Size (if different)	Brand (if different)	Description (if different)	Distributor Cost (NOI does not apply)	Fixed Fee per Case	Final Delivered Price to District
PIZZA, PEPPERONI 6 FRNCH BRD WGR	TONY'S	60/5.4 OZ	72672	2,046							
PIZZA, SAUSAGE TRKY 3.31Z BRKFST	TONY'S	8/16/3.31 OZ	63912	1,154							
PIZZA, STUFFED CRUST WHL GRAIN	THE MAX	72/4.84 OZ	7738712671	914							
POTATO, FF 1/2 SC BTRD REDUCED SODIUM	MCCAIN	6/5 LB	MCX04717	2,289							
POTATO, FF 3/8 SC BTRD GRD A	MCCAIN SIGNATURE	6/5 LB	1000001223	660							
POTATO, FF 5/16 THIN CUT BTRD	ORE-IDA	6/5 LB	OIF01028A	2,892							
POTATO, FF SWT 7/16 CC XLF	MCCAIN	6/2.5 LB	MCF04566	1,227							
POTATO, FF SWT RNDM WAFFLE CUT	MCCAIN	6/2.5 LB	MCF05074	1,940							
POTATO, MASHED DHY ADD WATER	IDAHOAN REAL	6/3.24 LB	2970020405	1,587							
POTATO, MASHED PEARL DHY ADD	BASIC AMERICAN FOODS	12/28 OZ	76468	809							
POTATO, MASHED PATTY SMILE SKNLS	MCCAIN	6/4 LB	OIF03456	975							
POTATO, TATER NUGGET PARFRIED FZN	ORE-IDA	6/5 LB	OIF00215A	1,557							
POTATO, WEDGE 8 CUT SESD SKON	MCCAIN	6/5 LB	1000000496	2,235							
SALSA, SS CUP	HEINZ	60/2 OZ	10013000528402	617							
SANDWICH, PEANUT BUTR & JELLY	SMUCKER'S UNCRUSTABLES	72/2.6 OZ	5150006960	1,250							
SAUCE, CHEESE CHEDDAR REDUCED SODIUM	LAND O'LAKES	6/106 OZ	39940000034500	1,247							
SAUCE, MARINARA TOMATO SS CUP	HEINZ	60/2 OZ	10013000529300	1,261							
SAUCE, TACO MILD SS POUCH	HEINZ	200/9 GR	10013000532409	663							
SAUSAGE, PORK LINK PANCAKE WRAPPED	JIMMY DEAN	48/2.51 OZ	10000019008	4,385							
SAUSAGE, PORK PATTY 1.2 Z CKD CN	TYSON	18.75 LB	10000006750	707							
SAUSAGE, PORK PATTY 1.5 Z 3 CKD	JONES DAIRY FARMS	10 LB	18753	930							
SAUSAGE, PORK LINK PANCAKE BITES	JIMMY DEAN	188/.85 OZ	10000019011	1,116							
SEASONING, TACO FOIL PKT SHLEF STABLE	LAWRYS	6/9 OZ	2150080110	696							

Attachment C - Fixed Fee / Case Schedule

This fixed fee is the amount the District will pay above the actual cost to the Vendor. This will include all associated surcharges and costs, including, but not limited to, shipping, freight, storage, and fuel.

The District will consider proposed variations of the schedule listed below.

PRODUCT CATEGORY	FIXED FEE / CASE
Canned Fruits and Vegetables	
Frozen Fruits and Vegetables	
Dry Goods	
Refrigerated Foods	
Dairy	
Frozen Center-of-Plate (Meat and Cheese)	
Fresh Fruits and Vegetables	
Condiments / Portion Control Items	
Paper Goods / Disposables	
Cleaning / Janitorial Supplies	
Chemicals	

Edmond Public Schools

Administrative Center
1001 West Danforth
Edmond, Oklahoma 73003-4801

Office of
School Superintendent

Telephone
405/340-2800

TO: _____

The affidavit which follows must be executed and returned to the above address before payment can be made. This procedure is required by our auditors so that we are in compliance with the law as stated in the following paragraph of H.B. 2167, Sec. 2:

Any vendor of a school district which files an affidavit pursuant to the law in any one fiscal year shall be exempt from filing any other affidavit pursuant to this section for any subsequent invoice to the same school district during the same fiscal year. Affidavit received shall be continuing information by the vendor the same fiscal year. This means that only one would have to be filed.

STATE OF _____)

COUNTY OF _____)

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant: further states that the (work services or materials) as shown by this invoice or claim has been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

NAME OF COMPANY

AGENT

Subscribed and sworn to before me this _____ day of _____

NOTARY PUBLIC

SEAL

My commission expires _____

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and
Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than 510,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Company

Address of Company

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Responding Party must make the following certification:

CERTIFICATE

I/We hereby certify that

Company Name	Address	Phone Number
--------------	---------	--------------

Is an equal opportunity employer as defined in Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Upon request, we will show proof that our employment practices do meet in every aspect the requirements of Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

_____ (Owner or Officer of Firm)

_____ (Title)

_____ (Date)

IMPORT PRODUCTS/BUY AMERICAN ACT

The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using Federal Funds. Therefore, if there is a domestic and non-domestic product available, you must propose and supply domestic products. You may supply non-domestic products only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished product come from American produced products. Implementing Federal Regulations are 7 CFR 210.21 and 220.16 published on September 20, 1999. You may be required to provide certification of domestic origin and content. You must certify that the majority of products you propose to supply meet the Federal Requirement in the "Buy American Acts" and stipulate which specific products are unavailable domestically. Exceptions to this rule are pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee. Products not in compliance with this section shall be in violation of the Federal "Buy American" policy. This purchasing requirement does not apply in instances when:

- a) The District/Cooperative has unusual or ethnic food preferences which can only be met through purchases of products not produced in the United States
- b) The product is not produced in the U.S. in sufficient and reasonable quantities of a satisfactory quality
- c) The cost of the US product is significantly higher than foreign products.

CERTIFICATE

I/We hereby certify that

Company Name	Address	Phone Number
--------------	---------	--------------

Will abide with the Buy American Act and supply domestic products to Edmond Public Schools, except in the authorized exceptions listed above.

List Non-Domestic Products proposed to be Provided:

PRODUCT	COUNTRY OF ORIGIN

Upon request, we will show proof that our practices do meet in every respect the requirements of the Buy American Act.

_____ (Owner or Officer of Firm)

_____ (Title) _____ (Date)

NON-COLLUSION AFFIDAVIT

The Responding Party, by affixing its signature below, certifies that its proposal is made without previous understanding, agreement, or connection with any persons, firms, corporations, Edmond Public Schools, _____ (proposer name) or any other party submitting a bid or proposal for the same items. The Offeror also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of Edmond Public Schools' public procurement process, all Offerors are hereby placed on notice that any and all Offerors who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.

AFFIDAVIT

I/we hereby affirm/swear that the proposal submitted to Edmond Public Schools for:

_____ (bid category)

Dated: _____

Is a competitive open market proposal, and was submitted freely without outside control, collusion, fraud or otherwise illegal action.

_____ (Owner or Officer of Firm)

_____ (Title)

_____ (Date)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the 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 transactions.
7. 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 determined 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 the establishment of a system of records to render in good faith the certification required by the 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 five 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 regulation implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's 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)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being 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.

Company Name

Name and Title of Authorized Representative

Company Representative Signature

Date