

# Braxton COUNTY SCHOOLS

98 Carter Braxton Drive, West Virginia 26601 • (304) 765-7101 • Email lgwillia@k12.wv.us

Dr. Leatha G. Williams, Director of Food Service

08/31/2020

**TO: All Interested Bidders**

**Subject: Meal Boxes for 2020-2021 School Year for Various Remote Learning Scenarios**

**IDENTIFICATION NUMBER (ID): RFQ# 2020-2021 Meal Box**

**Please submit responses to:**

Braxton County School Office of Child Nutrition  
98 Carter Braxton Drive  
Sutton, WEST VIRGINIA 26601

Responses will be accepted until 11 pm, Friday, September 11, 2020. Please **show the ID number from above on the outside of the return envelope. IMPROPERLY IDENTIFIED RESPONSES MAY NOT BE ACCEPTED.** Any proposals received after the time and date stated above will not be considered.

## RESPONSE

In compliance with the instructions, conditions and specifications herewith attached, we the undersigned, hereby submit this offer, and agree to enter into any written contract, and to furnish such security as may be required herein.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

(Please print or type)

Title: \_\_\_\_\_

(Signature)

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**Bid – 2020- 2021 Meal Boxes**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[X] A pre-bid meeting will not be held prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Dr. Leatha G. Williams: Braxton County Schools Office of Child Nutrition. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

**Question Submission Deadline: September 7, 3:30 p.m.**

Submit Questions to:

Attn: Dr. Leatha G. Williams

Braxton County Schools Office of Child Nutrition

Email: [lgwillia@k12.wv.us](mailto:lgwillia@k12.wv.us)

Subject List: 2020-2021 Meal Box

Questions that do not adhere to the submission guidelines and subject line requirement may not be answered.

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any County personnel is not binding. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Department is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Braxton County Schools Office of Child Nutrition at the address listed below on or before the date and time of the bid closing. Any bid received by the Braxton County Schools staff is considered to be in the possession of the Office

of Child Nutrition and will not be returned for any reason. The bid delivery address is:

Braxton County Schools Office of Child Nutrition  
c/o Dr. Leatha G. Williams  
Address: 98 Carter Braxton Drive  
Sutton, WV, 26601

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
BUYER: 2020-2021 Food Service  
Meal Box  
SOLICITATION NO.: 2020-2021  
Meal Box  
BID OPENING DATE: September 11 BID  
OPENING TIME: 12 p.m.  
Email: lgwillia@k12.wv.us

Vendor may submit sealed bids through electronic mail (e-mail) by attaching a password protected file(s) with the required bid documents. The vendor should email the password to the bid files separately on the day of the bid opening. Sealed bid documents can be emailed to the following email address:

Email Address: [lgwillia@k12.wv.us](mailto:lgwillia@k12.wv.us)

Vendor may submit sealed bids through US mail. The bid must be post stamped by September 10, 2020 in order to arrive by the opening time of 12 pm on September 11, 2020. Vendor is responsible for all cost associated with getting their bid delivered by 12 pm on September 11, 2020.

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by Braxton County Schools staff or email time stamp.

**Bid Opening Date and Time:** September 11, 2020 at 12:00 am

**Bid Opening Location:** Braxton County Schools Office of  
Child Nutrition  
98 Carter Braxton Drive  
Sutton, West Virginia, 26601  
All bidders will be emailed a  
Microsoft Teams link to participate.  
Onsite participation is not available.

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by Dr. Leatha G. Williams: Director of Office of Child Nutrition. Vendor should

acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Director of the Office of Child Nutrition and, if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education constitutes acceptance of this Contract made by and between Braxton County Schools and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

2.1 **"County"** means the Braxton County Board of Education located within the State of West Virginia is seeking to procure goods or services under this Contract.

2.2 **"Contract"** means the binding agreement that is entered into between the County and the Vendor to provide the goods and services requested in the Solicitation.

2.3 **"Director"** means the Director of Braxton County Schools, Child Nutrition Department.

2.4 **"Child Nutrition Department"** means the Braxton County Schools, Child Nutrition Department.

2.5 **"Purchase Order"** means the document signed by the Purchasing Department, and approved as to form, if applicable, by the Treasurer and Superintendent, and the Board of Education, that identifies the Vendor as the Contract holder.

2.6 **"Solicitation"** means the official notice of an opportunity to supply the Child Nutrition Department with goods or services.

2.7 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on the date the purchase order is issued and extends for a period of twelve (12) months or until congregate feeding has once again been approved for Braxton County Schools.

**Reasonable Time Extension:** At the sole discretion of the Child Nutrition Director, this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed three (3) months. Vendor may avoid a reasonable time extension by providing the Child Nutrition Department Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Child Nutrition Department Director 30 day written notice. Automatic extension of this Contract is prohibited.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect and must be delivered in the contracted time period, based on weekly deliveries.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately up receiving the notice to proceed unless otherwise instructed by the County. Unless otherwise specified, the fully executed Award Document will be considered the notice to proceed.
  
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the County. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the County. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the County in the Solicitation to do so, may result in bid disqualification.
  
7. **EMERGENCY PURCHASES:** The Child Nutrition Department Director may authorize the purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Child Nutrition Department Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the County from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Child Nutrition Department by the Vendor as specified below.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value or **\$1,000,000.00**. The performance bond must be issued and received by the Child Nutrition Department prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:** The apparent successful vendor's Commercial General Liability Policy shall contain at a minimum, Contractual liability and Products/Completed Operations Liability which must meet or exceed the following limits: Bodily Injury of \$1,000,000.00 per person, \$1,000,000.00 per occurrence; Property Damage of at least \$1,000,000.00 per occurrence; Bodily Injury/Property Damage of at least \$2,000,000.00 combined single limit.

**Comprehensive Automobile Liability Insurance:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000.00 per person, \$1,000,000.00 per occurrence; property damage of at least \$1,000,000.00 per occurrence, or bodily injury/property damage of at least \$2,000,000.00 combined single limit.

**Professional Liability/Errors and Omission Coverage:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract Professional Liability/Errors and Omission Coverage of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose

of harassing, causing unnecessary delay, or needless expense for the County. All litigation bonds shall be made payable to the Child Nutrition Department. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Child Nutrition Department. Cashier's or certified checks will be deposited with and held by the County. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the County at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$ 300.00 per day for failure to comply with the Bid Contract and delivery schedule. This clause shall in no way be considered exclusive and shall not limit the County's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The County may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Braxton County Schools Purchasing Department.
- 15. COMMUNICATION LIMITATIONS:** Communication with the County or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Child Nutrition Department, is strictly prohibited without prior Child Nutrition Department approval. Child Nutrition Department approval for such communication is implied for all exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the County or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after



the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the County at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification. Vendor shall include the cost of standard order delivery charges in its bid pricing and is not permitted to charge the County separately for such delivery.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The County is exempt from federal and state taxes and will not pay or reimburse such taxes.

**22. CANCELLATION:** The Child Nutrition Department Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

**23. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Department of Education Policy 8200.

**24. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**25. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, West Virginia Code of State Rules or the applicable policies of the West Virginia Department of Education and Braxton County Schools is void and of no effect.

**26. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

**27. ARBITRATION:** Any references made to arbitration contained in this Contract or the Vendor's bid are hereby deleted, void, and of no effect.

**28. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the County, and the Vendor, with approval of the Child Nutrition Department and if

applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education. **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Director of the Child Nutrition Department.**

- 29. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 30. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the County or Director of the Child Nutrition Department such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 31. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Director of the Child Nutrition Department, or if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education, and any office that may be required to approve such assignments. Notwithstanding the foregoing, the Child Nutrition Department approval may or may not be required on certain exempt purchases.
- 32. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the County; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 33. COUNTY EMPLOYEES:** County employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 34. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the County may deem this Contract null and void, and terminate this Contract without notice.
- 35. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the County, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the County's policies, procedures, and rules.
- 36. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the Braxton County Schools Purchasing Department. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code§ 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for non-disclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the County for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**37. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Child Nutrition Department Director or the County to verify that the Vendor is licensed and in good standing with the above entities.

**38. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from the County, the Vendor agrees to convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the County. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**39. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the County.

**40.** The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has

properly registered with any State agency that may require registration.

**41. PURCHASING CARD ACCEPTANCE:** The County currently utilizes a purchase order procurement procedure, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the County's purchase order procedure for payment of all orders under this Contract.

Vendor is required to accept the County's purchase order number as payment for all goods and services.

**42. VENDOR RELATIONSHIP:** The relationship of the Vendor to the County shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the County for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the County, and shall provide the County with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**43. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the County, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**44. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**45. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly

presented in detail to the County.

- 46. REGISTERED SEX OFFENDERS:** In compliance with Braxton County Board of Education Policy: Sex Offender Registry Notification Series 54 and as found in West Virginia Code § 15-12-1 et seq, the contractor (Vendor) shall not send any employee or agent who is a registered sex offender to any school building or school property. Quarterly, the contractor (Vendor) shall check the registry to determine if the employee is registered. For information regarding the Sex Offender Registry, Vendors should contact the West Virginia State Police.
- 47. BUY AMERICAN:** Vendor must be in compliance with the Buy American Provision. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-786) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define “domestic products” as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. “Substantially” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for free and open competition.
- 48. LOBBYING:** Vendor shall certify that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. If the Vendor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, the Vendor is required to submit a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewals. The attached “Lobbying Certification” form must be completed and returned in bid packet.
- 49. DEBARMENT AND SUSPENSION:** The Vendor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of West Virginia. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Vendor. The Vendor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance. The attached “Suspension and Debarment Certification” form must be signed and returned in the sealed bid packet.
- 50. OTHER FEDERALLY REQUIRED CONTRACT PROVISIONS:** In addition to previously mentioned provisions, the Vendor shall abide by all Applicable Rules, Regulations, Guidance Memos and Instructions. Vendor shall follow all rules, regulations, guidance memos and instructions provided by the SFA (or local authority), the West Virginia Department of Education and the Department of Agriculture, Food and Nutrition Service as they apply to the National School Lunch and National School

Breakfast Programs (7 CFR Parts 210, 215 and 220), Management of Donated Foods in Child Nutrition Programs (7 CFR Part 250), School Food Safety Program Based on Hazard Analysis and Critical Control Point Principals (HACCP) (7 CFR parts 210 and 220) and Buy American provision; 7 CFR 3016; E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor; applicable Labor and Civil Rights Laws; Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs; Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15); the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

**51. ASSURANCE OF NONCOLLUSION:** By signing this bid, the Vendor assures that, to the best of his/her knowledge:

- (a) Neither the Vendor nor any business entity represented by the Vendor has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this IFB,
- (b) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RRP.
- (c) The Vendor has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (d) Neither the Vendor, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of West Virginia with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (e) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

**CERTIFICATION AND SIGNATURE PAGE**

**Bid# 2020-2021 Meal Box**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

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(Company)

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(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The Braxton County Schools Child Nutrition Department is soliciting bids to establish a Open End /Combined Service and Goods contract for the National School Breakfast Program (NSBP) and the National School Lunch Program (NSLP) to provide a 5-day pre-packaged meal box that meet all United States Department of Agriculture guidelines for meals served in the Child Nutrition Program.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in herein or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 2.3 **"Facilities Delivery Locations"** means the locations of all the facilities to be serviced by this contract listed in 4.1.8
  
  - 2.4 **"Open End Contract"** means Quantities listed in this Solicitation are approximations only, based on estimates supplied by the County. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  
  - 2.5 **"Solicitation"** means the official notice of an opportunity to supply the County with goods or services that is published by the Child Nutrition Department.
  
3. **GENERAL REQUIREMENTS: Vendor shall have the following minimum qualifications:**
  - 3.1 Experience in supplying food service under the guidelines of the federal Child Nutrition Program and provide a list of 2 current references meeting this requirement. If a vendor does not have previous experience, the vendor must provide a description of their planned processes for the meeting the requirements of this RFQ.
  
  - 3.2 Provide the company's financial capacity to maintain inventory/stock levels and to meet delivery requirements based on the estimated quantities in Attachment A – Cost Sheet.
  
  - 3.3 Provide the company's geographical location and ability to meet weekly delivery requirements.



REQUEST FOR QUOTATION  
2020-2021 Meal Box

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**4. MANDATORY REQUIREMENTS:**

**4.1 Contract Items and Mandatory Requirements:** Vendor shall provide County with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown below.

- 4.1.1 Vendor shall provide a pre-packaged 5-day meal box (all meals must come pre-assembled in one box) to include:
  - a. 5- Breakfasts
  - b. 5- Lunches
  
- 4.1.2 Meals must be a mixture of Hot and Cold items.
  - a. Hot and cold meal packaging must be suitable for maintaining meals in accordance with local health standards.
  - b. Instructions on heating and cooling food items must be included in each meal box.
  - c. Weekly menus must have a variety of entrées. Vendor cannot provide the same entrée for all 5 days.
  
- 4.1.3 The Vendor shall pack and mark all items in accordance with good commercial practice. To ensure that the receiving activity properly handles and stores items, the Vendor shall use standard commercial precautionary markings such as "KEEP FROZEN, KEEP REFRIGERATED".
  
- 4.1.4 All meals shall be prepared, assembled and shipped under properly controlled temperatures.
  
- 4.1.5 All nutritional information must be listed on the food items or included separately in each meal box.
  
- 4.1.6 Meals must be handled/packaged in a facility that has a current permit from their local Health Department.
  
- 4.1.7 Meals must conform to Federal standards for National School Breakfast Program and the National School Lunch Program to include the items listed below. The quantity listed is for one meal. Each meal box will contain the minimum daily quantity for 5 days.

**Breakfast**

Milk	1 Cup
Fruit or Vegetable	½ Cup
Grain	1 oz.

•Fruit Juice can be counted as fruit, as long as it is 100% fruit juice.

**Lunch**

Milk	1 Cup
Fruit or Vegetable	¾ Cup
Grain	1 oz.
Meat/Meat Alternative	2 oz.

•Fruit Juice can be counted as fruit, as long as it is 100% fruit juice.

4.1.8 County requires pricing for meal boxes without milk.

4.1.9 Vendor will deliver the ordered quantity to the County site(s) listed below, or on the attached list if bid is placed by a Cooperative, or additional space is needed.

Site Name	Address	Estimated Meal Box Quantity
Braxton County High School	200 Jerry Burton Drive Sutton, WV 26601	400 to 1500 order will be adjusted weekly

•County will notify vendor weekly of the number of meal boxes needed at each site.

4.1.10 Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production or stocking levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

4.1.11 Bid prices shall include all costs associated with the completion of this bid contract.

4.1.12 Vendor shall request the authorized designated representative of the County to verify accuracy of quantities and quality of items at time of delivery. Boxes damaged beyond use should be noted by the designated representative at the time of delivery on the delivery ticket. Each delivery ticket shall be signed by a

designated representative of the County.

- 4.1.13 All items shall be delivered to the designated areas. Vendor shall provide all equipment for the unloading of the shipment. Shipment shall be unloaded according to the Director of the Child Nutrition Department.
- 4.1.14 Vendor shall confirm the weekly service business hours for each delivery site to ensure deliveries will not occur after business hours.
- 4.1.15 It is the responsibility of the Vendor to ensure regularly scheduled deliveries are maintained at no additional cost to the County.
- 4.1.16 Charges and/or fees for other than the 5-day pre-packaged food items (which includes the delivery of these items) will not be paid by the County.
  - a. Invoices presented for payment for any added charges, fees, or hidden costs will not be paid by the County.
- 4.1.17 County reserves the right to cancel the contract if the Vendor misses one or more weekly deliveries.

**CONTRACT AWARD: 5.1 Contract Award:** The Contract is intended to provide the County with a purchase price on all Contract Items. The Contract shall be awarded to the Vendors that provide the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Pages:** Vendor should complete the Pricing Pages by multiplying the quantity column for each item by the unit cost to obtain a total cost for each item. Total the cost of all items and display it in the grand total row of the Price Sheet. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or enter electronically the information into the Pricing Pages, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [lgwillia@k12.wv.us](mailto:lgwillia@k12.wv.us).

**5.3 Point of Contact:** Executive Director of Child Nutrition, Dr. Leatha G. Williams, Phone: (681) 220-2014, email: [lgwillia@k12.wv.us](mailto:lgwillia@k12.wv.us)

#### **ORDERING AND PAYMENT:**

**5.4 Ordering:** Vendor shall accept orders through regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the County may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing County orders on-line.

**5.5 Payment:** Vendor shall accept payment in accordance with the payment procedures of the County.

## **DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver 5-Day Pre-Packaged Meals within 5 working days after the Purchase Order(s) orders are received. Vendor shall deliver all orders in accordance with the weekly schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Ship to:** Various Locations as noted in Section 4.1.8 or Exhibit B facilities locations.

**6.3 Late Delivery:** The County entity placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the County will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

**6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the County's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the County separately for such delivery.

**6.5 Return of Unacceptable Items:** If the county's representative signing for a delivery identifies boxes damaged beyond repair, such damaged boxes shall be returned at no cost to the County. This will be noted on the delivery ticket.

## **VENDOR DEFAULT:**

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to County upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

**MISCELLANEOUS:**

**No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the County showing the County's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Exhibit A**  
**Pricing Page – Summer Food Service Program**  
**5-Day Pre Packaged Meal Box**  
**RFQ#: 2020 Summer (Weekly Service)**

Item Number	Item Description	Unit Price	Estimated Quantity	Extended Cost
1	Breakfast – Each with Milk		XXX	
2	Breakfast – Each without Milk		2,000-7,500	
3	Lunch –Each with Milk		XXX	
4	Lunch – Each without Milk		2,000-7,500	
5	Total Meal Box Each with Milk (to include with Breakfast & Lunch)		XXX	
6	Total Meal Box Each without Milk (to include with Breakfast & Lunch)		400-1,500	

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. The actual quantity will vary weekly. No future use of the Contract or any individual item is guaranteed or implied.

County requires pricing for meal boxes without milk.

**AFFIDAVIT**

West Virginia Code §5A-3-10a states:

*No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than one thousand dollars in the aggregate.*

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name:

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor FEIN# \_\_\_\_\_



## LOBBYING CERTIFICATION

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in**

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 person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DISCLOSURE OF LOBBYING ACTIVITIES**

STANDARD FORM -LLL

APPROVED BY OMB

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT  
TO 31 U.S.C. 1352**

**(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)**

<b>1. Type of Federal Action</b> <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	<b>3. Report Type</b> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> _____ <input type="checkbox"/> Subawardee  Tier _____, if known Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of :</b>  Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number: (if known)</b>	<b>9. Award Amount: (if known)</b>	
<b>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>	<b>10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</b>	
<b>11. Amount of Payment: (check all that apply)</b> \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
<b>12. Form of Payment: (check all that apply)</b> <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____	<b>14. Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)	
<b>15. Continuation Sheets Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Print Name:</b> _____  <b>Title:</b> _____ <b>Telephone Number:</b> _____ <b>Date:</b> _____	
Federal Use Only <span style="float: right;">Authorized for Local Reproduction</span>		

## SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

### Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §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 USDA agency with which this transaction originated.

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

\_\_\_\_\_  
Proposal Reference/Award Number or Project

\_\_\_\_\_  
Name(s) and Titles of Authorized Representative(s)

Signatures: \_\_\_\_\_

Date: \_\_\_\_\_

### INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom 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, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, bid/proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that 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 principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are 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.