

Invitation to Bid and Contract

Serving Line designs and installation for 3 Elementary Schools

(Hillcrest Elementary School, Janie Howard Elementary School, Polk Avenue Elementary School)

Folding lunchroom table and outside lunch table

Lake Wales Charter Schools

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

SECTION 1

INSTRUCTIONS TO BIDDERS

1.1 Notice of Bid

This Invitation to Bid (ITB) is for the purpose of obtaining responses from vendors to provide service line designs and installation for 3 Elementary Schools as well as a lunchroom folding table, and an outside lunch table, for Lake Wales Charter Schools (SPONSOR/SFA). Solicitation for this bid will be published on 11/22/2024 at 12:00 PM on our School District's website www.lwcharterschools.com as well as our Facebook page @Lake Wales Charter Schools

Lake Wales Charters Schools(SPONSOR/SFA) is a Charter School District (public, charter, private) located in Lake Wales, Florida. The goal of the Food Service Program is to provide our students with hot meals that meet nutritional standards by keeping our service line up to date and operating properly. Also, keeping our students safe and comfortable with furniture that is in good condition.

1.2 Bid Submission

Responses should address each of the requirements set forth in this ITB. Please provide the requested information no later than 3:00 PM (time) AM/PM EST on 12/17/2024 (date) to the address below. Responses will be publicly opened at 12:00 PM (time) AM/PM EST on 01/13/2025 (date) to be evaluated per the criteria specified in subsection 1.4, below.

Lake Wales Charter Schools (Sponsor name)

Food Service Department (Department)

Terrance Burroughs (Contact person)

130 E Central Ave (Address)

Lake Wales, FL 33853 (City, State, Zip)

1.3 Timeline

11/22/2024, Solicitation available to public

12/13/2024, Bid questions due

01/06/2025, Bid questions answered by publishing Addendum 1, if applicable

12/23/2024, Bid submissions due by 5:00 PM (time) EST

01/13/2025, Bid submissions publicly opened

01/15/2025, SFA review of Bids

01/20/2025, SFA recommendation to FDACS and FDACS review

01/27/2025, Contract Awarded

03/14/2025, Vendor begins service

1.4 Evaluation Criteria

Bids received will be reviewed to ensure all materials have been submitted as specified in this ITB. Contract award decision will be made based on the most responsive and responsible Vendor that provides the bid.

1.5 Bid Attachments

1. Bid Summary
2. Certification Regarding Lobbying
3. Disclosure of Lobbying Activities
4. Exhibit A – Location of school(s)
Polk Avenue Elementary School – 110 E Polk Avenue Lake Wales, FL 33853
Janie Howard Wilson Elementary School – 306 Florida Avenue Lake Wales, FL 33853
Hillcrest Elementary School – 1051 State Road 60 Lake Wales, FL 33853
5. Exhibit B – Approved 15-day cycle menu
6. Exhibit C – Menu Planning Approach Guidelines
7. Exhibit D – Current Year School Calendar
8. Certification Regarding Drug-Free Workplace Requirements
9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
10. Certificate of Independent Price Determination

1.6 Questions and Site Visits

Questions concerning this ITB and requests for a site visit can be submitted in writing via email to terrance.burroughs@lwcharterschools.com (email) or via phone at (863) 456-4471. All responses to questions received will be made in writing on 01/06/2025 (date) and sent to all potential vendors.

1.7 Addenda

Revisions which modify the ITB documents, by addition, deletions, clarifications, or corrections will be issued in writing prior to the opening of bids.

SECTION 2 GENERAL CONDITIONS

2.1 Bids shall be submitted on the forms provided with these specifications. Bids shall be in a sealed envelope properly marked with the title of the bid, date and time of opening, and delivered to the address provided in subsection 1.2 no later than the time and date specified. All certifications contained herein must be signed and submitted with the bid.

2.2 Bid Deadline

The original copy of a vendor's bid must be received at the address provided in subsection 1.2 no later than the time and date specified. The original will be date and time stamped upon receipt. Bids received after the time and date specified in subsection 1.2 will result in rejection of the bid.

2.3 Rejection of Bid

Bids that do not conform to the requirements of this ITB shall be rejected. Bids may be rejected for reasons that include, but are not limited to, the following:

- a. The bid was received after the submission deadline;
- b. The bid was not signed by an authorized representative of the vendor;
- c. The bid contained unauthorized amendments, deletions, or contingencies to the requirements of the ITB;
- d. The bid was incomplete or contained significant inconsistencies or inaccuracies.

2.4 Errors or Omissions

If SFA determines that a bid contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, SFA may provide the vendor an opportunity to correct the error. Information that is required to be included in the bid and is inadvertently omitted shall not be accepted under this error correction provision. All information

required to be included in a bid must be received by the date and time that bids are due. SFA reserves the right to seek clarification from a vendor of any information contained in the bid.

2.5 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this ITB will not be considered.

2.6 Specifications and Conditions

By submitting a response to this ITB vendors are acknowledging that they have read the specifications and conditions provided in the ITB and that their bid is made in accordance with the provisions of such specifications. Vendors further agree to deliver services that meet or exceed specifications provided in the ITB should they be awarded a contract for services.

2.7 Withdrawal of Bid

Requests for withdrawal of a bid may be considered if such request is received in writing within 72 hours after the bid opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for withdrawal is not received, a vendor shall be legally responsible for fulfilling all requirements of its bid if it is accepted.

2.8 Bid Bonds *Required for SFSP*

Bids over \$250,000 shall include a bid bond in the amount of 5% of the estimated contract value. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

Bid bonds will be returned (a) to unsuccessful proposers as soon as practicable after the opening of bids and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal as accepted.

2.9 Performance Bonds *Required for SFSP*

The successful proposer shall provide the SFA with a performance bond in the amount of 10% of the contract price. The bond shall be executed by the FSMC and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The performance bond shall be furnished not later than ten days following award of the contract, but in all cases prior to commencement of performance.

2.10 Bid Modifications

Requests for modifications of a bid may be considered if such request is received in writing within 72 hours after the bid opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for modification is not received, a vendor shall be legally responsible for fulfilling all requirements of its bid if it is accepted.

2.11 Prohibition of Gratuities

By submission of a bid, a vendor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2.12 Vendor Research

SFA reserves the right to research any vendor submitting a bid in response to this ITB to ensure the vendor's ability to perform the services as specified.

2.13 Conditions for Acceptance

Vendors must submit a bid meeting the requirements of the ITB to include the required attachments and certifications signed by the authorized official

2.14 Bid computation method

Estimated totals must be carried out to the second decimal place and must not be rounded.

2.15 Protest of the ITB

Any adversely affected person who desires to file a formal protest to this ITB must do so in accordance with chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

2.16 Copyrights

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 2 C.F.R. Appendix II to Part 200(F)

2.17 Patents

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 2 C.F.R. Appendix II to Part 200(F)

2.18 Jessica Lunsford Act

The Vendor shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all vendor employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.

2.19 Federal Debarment Certification

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

- (1) The prospective lower tier (\$25,000) participant certifies, by submission and of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

2.20 Public Entity Crimes Certification

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entities, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 3 SCOPE

- 3.1 The VENDOR shall provide measurements and a blueprint of the serving lines that they will install in the sites specified in Exhibit A. The VENDOR shall visit each site specified in Exhibit A and speak with the food service manager to customize the serving lines to their needs. Also, the VENDOR shall visit each site specified in Exhibit A to match up tables that may need to be replaced. There is a fold-up lunch table that needs to be replaced. The VENDOR shall match up an outside lunch table for one of the locations specified in Exhibit A and provide a quote for a new one.
- The SFA reserves the right to maintain, add to, and/or remove present equipment in its facilities.
- 3.2 The VENDOR shall be an independent contractor and not an employee of the SFA. The
- 3.3 employees of the vendor shall be considered solely employees of the vendor and shall not be considered employees or agents of the SFA in any fashion.
- 3.4 The VENDOR shall provide equipment and service in compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.

SECTION 4 SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 4.1 The SFA shall schedule times for the VENDORS to visit each location mentioned in Exhibit A.
- 4.2 The SFA shall provide serial numbers or model numbers to the VENDORS if needed to match up equipment and/or materials.

SECTION 5 VENDOR RESPONSIBILITIES

- 5.1 The VENDOR shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The VENDOR shall deliver equipment and materials to the locations mentioned in Exhibit A designated by the SFA at times confirmed with the SFA.

SECTION 6 INVOICING AND PAYMENT

- 6.1 The Vendor shall submit itemized quotes to the SFA, and once the bid is awarded, send an invoice to the SFA to be paid in full on a NET30 agreement.
- 6.2 The SFA shall pay the Vendor the unit price specified in the Bid Summary times meals provided as specified in the invoice. The SFA shall pay:
- 6.2.1 According to the time frame as stated on the Vendor's invoice
- 6.2.2 No later than forty-one days (41) calendar days of its receipt of the invoice from the Vendor.

- 6.3 The Vendor shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:
- 6.3.1 For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.
 - 6.3.2 When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.
 - 6.3.3 The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

SECTION 7 PURCHASES/BUY AMERICAN

- 7.1 The VENDOR shall retain title of all purchased material and equipment.
- 7.2 The VENDOR shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States.
- 7.3 The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.
- 7.4 The SFA reserves the right to review VENDOR purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.
- 7.5 The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when an exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d) and FNS Policy Memo SP 38-2017. The following must be documented for each approval:

SECTION 8 LICENSES, CERTIFICATIONS, AND TAXES

- 8.1 Throughout the Term of the Contract and each renewal Term, the VENDOR shall obtain and maintain all applicable licenses and permits required by federal, state, and local law.
- 8.2 The VENDOR shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.

SECTION 9 RECORD KEEPING

- 9.1 The VENDOR shall retain all records relating to food service production and delivery for the contract for a period of five years either from the date the final contract renewal period has expired, receipt of final payment under the contract is recorded.
- 9.2 The VENDOR shall have records maintained and available to demonstrate compliance with the requirements relating to FDACS. Such records shall include the following:
 - 9.2.1 The receipt, use, storage, and inventory of equipment and materials;

- 9.2.2 Documentation of credits issued to the SFA.
- 9.3 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
- 9.4 The VENDOR accepts liability for any overclaims due to VENDOR negligence or noncompliance with regulations, including those overclaims based on review or audit findings.
- 9.5 All records relating to the Contract, including subsequent Renewal Terms, if applicable, are property of the SFA and shall be maintained in original form on SFA premises for the duration of the Contract. At any time during the Contract, the SFA reserves the right to require the VENDOR to surrender all records relating to the Contract to the SFA within 30 days of such request. Such records shall include, but are not limited to:
- All data, materials, and products created by the VENDOR on behalf of the SFA and in furtherance of the Services
 - Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
 - Standardized recipes and yield from recipes as deemed necessary per the requirements of paragraph 15.8
 - Processed product nutritional analysis
 - Dates of preparation of meals
 - Number of meals and locations where meals were delivered
 - Signed delivery slips
 - Nutritional content of individual food items and meals as delivered
 - Bills charged to SFA for meals delivered under this contract including the credit of USDA foods where applicable
 - Inventory records
 - Food and bid specifications
 - All documents and records as noted in this *Invitation to Bid and Contract*
- 9.6 Upon expiration or termination of the Contract, the VENDOR shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA within 30 days of the Contract expiration or termination.
- 9.7 The SFA shall retain all records relating to the initial contract and all subsequent renewals for the longer of the retention periods required by federal, state or local laws and regulations that govern the SFA regarding recordkeeping and records retention.
- 9.8 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

SECTION 10 TERMS AND TERMINATION

- 10.1 This Contract is effective for the duration of the time it takes to perform the work explained in the Scope of Work, with 03/14/2025 being the targeted date for the installation of the service lines, lunchroom tables, and chairs.
- 10.2 This contract is not eligible for renewal. .
- 10.3 Either the SFA or VENDOR can terminate this Contract for cause or for convenience with a thirty- (30) day written notification. Following thirty- (30) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the VENDOR.

- 10.4 Following any termination for convenience, the VENDOR shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 10.5 Notwithstanding the notice period in paragraph 17.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the VENDOR if the SFA determines that the actions, or failure to act, of the VENDOR, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the VENDOR lacks the financial resources to perform under the Contract.
- 10.6 If the VENDOR fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the VENDOR requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any VENDOR default shall be borne by the VENDOR at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the VENDOR upon demand.
- 10.7 Neither the VENDOR nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the VENDOR's performance does not resume within 30 days of the VENDOR's interruption of services due to an Act of God.
- 10.8 The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates contained herein. Before any fixed rate adjustments can be implemented as part of a Contract renewal agreement, the VENDOR shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed the CPI as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.

SECTION 11 GENERAL CONTRACT TERMS

- 11.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 11.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and VENDOR and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 11.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 11.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.

11.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

11.6 Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.

11.7 It is further agreed between the SFA and VENDOR that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.

11.8 Minority-Owned Business Enterprise.

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:

- 11.8.1 Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
- 11.8.2 Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- 11.8.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
- 11.8.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
- 11.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

11.9 The Vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

11.10 If this Contract is in excess of \$100,000, the SFA and VENDOR shall comply with all applicable standards, orders, and regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
- *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200).
- *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions* pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension (2 C.F.R. Appendix II to Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

11.11 The VENDOR certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
- Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5);
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Procurement of Recovered Materials. (2 C.F.R. 200.323 Solid Waste Disposal Act)

11.12 The VENDOR is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

11.13 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the VENDOR. The SFA has full responsibility for ensuring the terms of the Contract are fulfilled.

11.14 To the fullest extent permitted by law, the VENDOR agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the VENDOR, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the VENDOR or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the VENDOR herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the VENDOR's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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 congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: <div style="text-align: center;">Congressional District, if known:</div>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="text-align: center;">Congressional District, if known:</div>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Certificate of Independent Price Determination

Both the Sponsor and the Vendor shall execute this Certificate of Independent Price Determination.

Sponsor Name

Vendor Name

A. By submission of this offer, the vendor certifies as to its own organization, that in connection with this solicitation:

- 1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or competitor;
- 2) Unless otherwise required by law, the prices provided in this offer have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to the public opening either directly or indirectly to any other vendor or competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. The person signing this offer on behalf of the vendor certifies that:

- 1) He or she is the person in the vendor's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
- 2) He or she is not the person in the vendor's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1 through A.3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Signature of Authorized Vendor Representative

Title

Date

In accepting this offer, the sponsor certifies that no representative of the sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

Title

Date



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
 4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE <i>(Street Address, City, County, State, Zip Code)</i>	
Check <input type="checkbox"/> if there are workplaces on file that are not identified here.	
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) 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," "debarred," "suspended," "ineligible," "lower tier 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, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may 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 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 principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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(/)

Hillcrest

ELEMENTARY SCHOOL

(/)

School of the Arts

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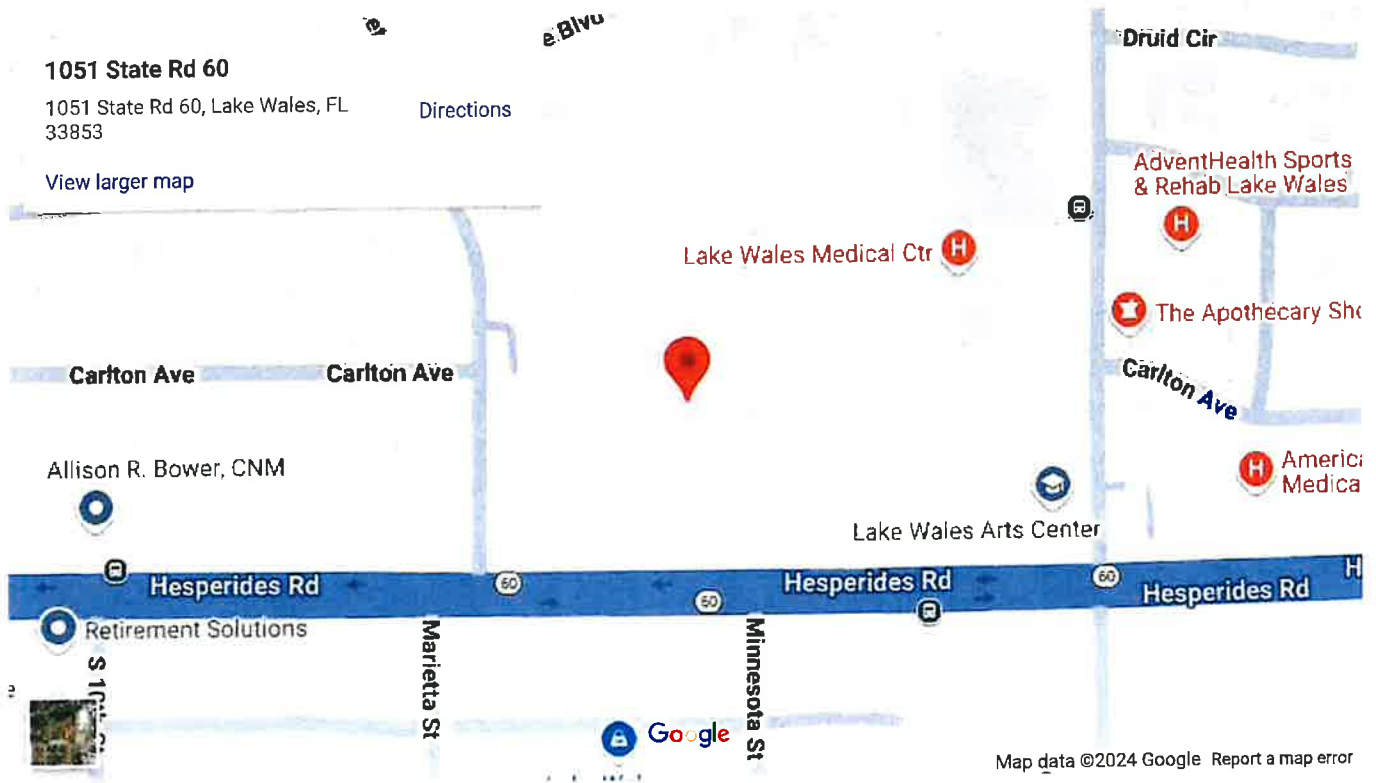
1051 State Road 60, E
Lake Wales, FL 33853

Phone: 863-678-4216
Fax: 863-678-4086

School Hours: 7:40 AM - 2:25 PM

Office is open until 4:00 PM


Students can be dropped off at 7:10 AM



Hillcrest Elementary
1051 State Road 60E, Lake Wales, FL 33853
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