

# Monroe County Board of Education

109 Rosenwald Drive • Monroeville, Alabama 36460-1915  
Telephone 251-743-2150 • Fax 251-575-9353  
Website [www.monroe.k12.al.us](http://www.monroe.k12.al.us)

Gregory L. Shehan  
Superintendent

## INVITATION TO BID DAIRY PRODUCTS

DATE: March 4, 2024

TO:

RE: Bid Number: #1183

BID OPENING: March 19, 2024 10:00 a.m.

The Monroe County Board of Education will receive sealed bids for Dairy Products for Monroe County Schools until **9:50 a.m. on March 19, 2024** on the enclosed bid proposal. Bids received after 9:50 a.m. will be returned unopened. Bids will be opened at **10:00 a.m.** at the Central Office Complex of the Monroe County Board of Education, 109 Rosenwald Drive, Monroeville, AL 36460.

- ☐ Envelope containing the sealed bid must show on the outside:  
**Bid #1183 - DAIRY BID**  
**TO BE OPENED MARCH 19, 2024 at 10:00 a.m.**
- ☐ Bids must be submitted on the proposal forms.
- ☐ Bidder must SIGN in INK the AGREEMENT accompanying the bid.
- ☐ Provide original and two copies of the bid and all signed documentation.
- ☐ Provide E-Verify documentation
- ☐ Return Signed Non-Collusion Affidavit (**attached**)
- ☐ Return Signed Certification Regarding Debarment, Suspension and other Responsibility Matters.  
SBA Form 1623 (10-88) (**attached**)

Attached is a copy of the contract document and specifications. This contract will be effective from **July 1, 2024 through June 30, 2025**.

Please follow the instructions listed on the cover sheet. If the document is not submitted as requested, your bid will be disqualified. It is requested that the bidder carefully read all specifications and information contained in this document and that the document be retained for future reference.

The Monroe County Board of Education reserves the right to reject any and/or all bids and to waive formalities in awarding this bid to the low responsible bidder. If you have any questions concerning this bid, please contact Steve Lancaster, (251) 743-2410 or email [slancaster@monroe.k12.al.us](mailto:slancaster@monroe.k12.al.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Shehan".

Mr. Greg Shehan,  
Superintendent

### Attachments

cc: Steve Lancaster, CNP Director  
Racheal Fillmore, CSFO

Tony Powell  
426 Powell Road  
Uriah, AL 36460

Barbara Turner  
251 Blue Ridge Drive  
Monroeville, AL 36460

Martha Jordan  
1204 Fred Jordan Road  
Monroeville, AL 36460

Kenneth V. Smith  
139 Pike Street  
Monroeville, AL 36460

Sabrina Kidd  
285 Tower Road  
Monroeville, AL 36460

# MONROE COUNTY BOARD OF EDUCATION

## DAIRY BID SPECIFICATIONS

**Bid No: 1183**

**Date: March 7, 2024**

This document will serve as a contract between the Monroe County Board of Education and the Vendor once the bid is awarded.

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### 1. GENERAL INFORMATION

- A. All bids must be sealed and marked "**CNP DAIRY BID #1183**", opening time, and date.
- B. Original bid and two (2) copies of the bid must be submitted.
- C. No late bids will be opened.
- D. Bids will not include state sales tax or federal excise tax.
- E. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors, considered (2CFR Part 200.320 (d) (4).
- F. It is not the policy of the Monroe County Board of Education to purchase on the basis of low bid only. Quality, comfort with specifications, purpose for which required, terms of delivery, are among the factors that may be considered in determining the responsible bidder(s).
- G. Should a bidder find discrepancies in or omissions from the bidding document or should be in doubt as to their meaning, clarification should be required by calling Steve Lancaster, CNP Director, Monroe County Board of Education, Monroeville, Alabama 36460 at (251)743-2410.
- H. Records showing successful bidder(s) and price quoted will be placed on file and may be examined upon request. If a contract is awarded to someone other than the bidder, a note of explanation will appear in the bid file.

### 2. QUALIFICATIONS OF BIDDER

- A. The successful bidder shall be an established company experienced in handling institutional products listed on the bid. Bidders shall have been in the dairy business for a minimum of three (3) years prior to the date of this document and must have and maintain a current business license from the State of Alabama and/or the State of Mississippi, and/or the State of Florida. Bidders shall provide documentation of applicable license, certification, and/or commercial experience. The Monroe County Board of Education reserves the right to request updated information or re-evaluation of vendor's license and documentation at any time during the contract period.
- B. The Monroe County Board of Education reserves the right to request updated information or re-evaluation of vendor's license and documentation at any time during the contract period.

- C. Physical Facilities: The potential bidder's warehouse and trucks may be inspected by a representative of the Monroe County Board of Education at any given time. The warehouse and trucks shall:
1. Be clean
  2. Be free of insects and rodents
  3. Be adequate for storing and delivering products (dry, chilled, or frozen) that the potential contractor proposes to supply
  4. Meet all FDA requirements
  5. Shall be able to provide temperature records
- D. All products must be from a primary grower shipper market that provides No. 1, Grade A, Fancy or higher quality products.
- E. Each bidder must have a certified Hazard Analysis Critical Control Point (HACCP) plan that will be used in the case that damaged/contaminated produce must be removed.
- 1. HACCP Plan must be submitted with proposal.**
- F. Each bidder must have an adequate number of refrigerated trucks to insure all deliveries will be made on schedule.

**3. METHOD OF AWARD**

- A. The Monroe County Board of Education reserves the right to award all sections of this bid contract separately; to one vendor; or in any other manner deemed to be in the best interest of the Monroe County School System.
- B. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bid will be considered unacceptable.
- C. After refusal by the first bidder, the bid will be awarded to the next low bidder meeting requirements and specifications.

**4. CONTRACT PERIOD AND TYPE**

- A. This bid contract consists of the attached letter, instructions, specifications, and request for BID form.
- B. Items which are not listed and are later approved for purchase by the Monroe County Board of Education shall receive the same price discount as the bid term.
- C. The bid contract shall be in effect from **July 1, 2024** through **June 30, 2025**. The Monroe County Board of Education reserves the right to extend this contract up to two (2) additional twelve (12) month periods. Any contract extension is contingent upon written approval of both the contractor and the board of education.

## 5. PRICING

- A. Prices are to be quoted by the "unit" indicated on the face of the "BID form." Bid on only one (1) brand that meets specifications. If more than one brand is quoted, the highest price will be used in tabulating the bid.
- B. Prices are not to exceed three (3) decimal places.
- C. Market Fluctuations: During the contract term, the open market cost may fluctuate based on current conditions, seasonal supply and weather. During the period of this bid, the Board will allow escalation/de-escalation pricing upon receipt of updated supplier/manufacturer price schedules as applicable. Any changes (up or down) in prices must be announced to the Child Nutrition Program Director by Wednesday, 10:00 a.m. on the week prior to pricing period start date. Prices submitted each week shall include the fixed fees for service. If not given by the deadline, current pricing will prevail. Proof of market costs shall be required for the duration of the contract. To validate weekly pricing, the District can request documentation on any or all items listed on the order form. The awarded vendor must be able to provide, if requested, sufficient documentation to substantiate the product cost for the specified week. The acceptable documentation shall include invoices or written quotations provided from the vendor's produce supplier. Requested documentation must be provided to the District electronically within 5 business days of the request.
- D. Fixed Fees: The term "fixed fees for service" is used in this bid to indicate the amount a vendor will be paid for purchasing, storing and delivering food products, as well as other indirect and overhead cost, including profit. Fixed fees shall remain firm for the duration of the bid including renewals and extensions.
- E. If the successful bidder(s) receive discount on volume purchased or special discounts, this price is to be reflected to the Monroe County Board of Education.
- F. All items shall be quoted F.O.B. to all seven (7) School Sites
- G. The decision of the Monroe County Board of Education will be final on any question of pricing. The Board reserves the privilege to re-bid any or all items if price fluctuations are beyond amount anticipated or for any other good and just cause that are unsatisfactory to the Board.

## 6. QUANTITY

- A. The actual quantities for the ensuring year cannot be determined, but will not relieve the successful bidder of his obligation to fill all orders for these products during the contract period.

**7. PACKAGING**

- A. All products shall be from the latest pack and clearly labeled. Cartons must be sealed.
- B. Grades for food items are based on the standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item. All produce quoted must be #1 Quality products, USDA Fancy. No rejected produce.

**8. ORDERS**

- A. All purchase orders shall be issued by the Monroe County Board of Education unless prior agreement has been made with the Child Nutrition Program.

**9. DELIVERIES**

- A. Deliveries are to be made bi-weekly/weekly to each school Monday through Friday between the hours of 6:00 a.m. and 1:00 p.m. when the Cafeteria Manager or the designee is present. There will be no exceptions to this requirement.
- B. Vendor(s) shall set up a regular delivery schedule so we may know when to expect a delivery. If for any reason a scheduled delivery cannot be made the vendor shall contact the office of Child Nutrition Program immediately.
- C. No deliveries are to be made during lunch hours unless absolutely necessary and/or with the approval of the Cafeteria Manager or designee.
- D. Deliveries are to be made to the school indicated on the purchase order.
- E. All products shall be in a wholesome and sanitary condition, properly packaged, at acceptable temperature, at the time of delivery. Trucks shall be clean and free from odors. Products will be re-examined at their destination for compliance to specifications. **Temperatures of milk and truck cooler are to be logged on receipt at time of delivery.**

**10. BACKORDERS**

- A. Items temporarily out of stock shall be a minimum. When this occurs, mark "out" on the delivery ticket and do not backorder.
- B. In case of out of stock items the vendor shall notify the Child Nutrition Program Department within 24 hours of delivery so that substitutions can be made.

**11. CANCELLATIONS**

- A. No item in the bid is to be cancelled without the prior consent of the Child Nutrition Program.

**12. SUBSTITUTIONS**

- A. No substitutions on items, brand, grades, etc. are to be made by the vendor without prior consent of the Child Nutrition Program. Any substitution made without prior consent will be refused.
- B. The vendor is not to request authority to substitute unless the quality of the item to be substituted is equal or higher grade than the original requested item.
- C. Substitutions shall be priced same as original bid item.

**13. DEFAULT**

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Monroe County Board of Education, such delivery will constitute grounds for the cancellation of the contract and/or the removal of this vendor from the mailing list for not less than one year.

**14. LABELING**

- A. All cases, boxes, etc. must bear commercial labels. All cartons, containers, etc. shall be clearly marked as to specific contents.
- B. Brand names must be shown on the "Bid Specifications." So-termed "Packer's Label" is not acceptable as a brand name. Bid only on one brand that meets specifications.
- C. All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

**15. INSPECTION**

- A. A sample of any product shall be furnished on request for quality test or if a sample is requested on the "BID Form."
- B. The successful bidder will furnish the Monroe County Board of Education the United States Department of Interior Certificates of grade on incurred in obtaining grade certificates and/or conformance to specifications are the responsibility of the vendor.

**16. DEFAULT**

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Monroe County Board of Education, such delivery will constitute grounds for the cancellation of the contract and/or the removal of this of this vendor from the mailing list for not less than one year.
- B. If quality of the product does not meet specifications at the time of delivery, the product will be returned at the time of delivery.
- C. If at any time the vendor fails to provide the products for the duration of the bid contract period will constitute grounds for the cancellation of the contract and/or the removal of this of this vendor from the mailing list for not less than one year.

**17. BILLING**

- A. The accounting and bookkeeping for the Child Nutrition Program in the Monroe County School System are handled at the Central Office.
  - 1. All invoices and credits involving the Child Nutrition Program should be sent to the Monroe County Board of Education Child Nutrition Program office located at 109 Rosenwald Drive, Monroeville, Alabama 36460.
  - 2. All invoices are to be clearly marked to indicate the school and the account name: "CNP", "SCHOOL NAME", etc.
  - 3. Unsigned invoices will be considered an invalid invoice.
- B. At the time of delivery to the school, two (2) copies of the vendor's invoice shall be left with the Cafeteria Manager or designee. These copies cannot be changed. The vendor shall post his records to agree with the invoice left with the Manager or designee.
- C. In the event of errors, a credit or debit (as the cause may be) is to be issued against the invoice as it was presented to the Cafeteria Manager.
  - 1. The credit or debit shall show the original invoice number, date, and error being corrected on the face of said credit or debit.
  - 2. The credit or debit shall be sent to the Child Nutrition Program office.
- D. Statements shall be figured on the last delivery of the month and remitted to the Child Nutrition Program office immediately.
- E. Payments for delivery of the product pursuant to this agreement are to be made by BUYER to VENDOR, upon receipt and approval of the VENDOR'S invoices and statement, within thirty (30) days of delivery provided that funds are then available but in the event within sixty (60) days of delivery, unless otherwise agreed to by the parties hereto.

**18. GENERAL CONDITIONS**

- A. The Monroe County Board of Education reserves the right to decrease the number of cases required for any item should these items become available for distribution as surplus commodities from the USDA.
- B. The successful bidder shall handle all bid items and any additional items needed by the Monroe County Board of Education at the same margin of profit at which bid is taken.

**19. STANDARD CONTRACT CONDITIONS:**

- A. This contract shall be governed in all aspects as to validity, construction, and capacity performance or otherwise by the laws of the State of Alabama and the United States.
- B. The contractor shall not advertise or publish information for commercial benefit concerning this contract without prior written approval of Monroe County Board of Education purchasing officer.

- C. Contractors providing service under this invitation for bids, herewith, assures the Monroe County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- D. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Labor regulation (41 CFR Part 60).
- E. State Sales Tax Exemption information will be issued upon request.
- F. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
- G. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection label will not qualify under provisions of this Invitation to Bid.
- H. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857{h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities.
- I. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- J. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.
- K. Contractor shall comply with Section 103 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent possible, utilize domestic commodities. The legislation defines "domestic commodity or product" as one that is produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" shall mean that over 50 per cent of the final processed product shall consist of agricultural products that were grown domestically. Failure to abide by this provision shall result in the cancellation of the contract, the refund of all funds paid toward the purchase of such products,



and the removal of the contractor from doing business with agencies of the State of Alabama for a period of not less than five (5) years.

**20. LAWS**

- A. All contracts over \$10,000.00, awarded by the SFA, must include a provision to:
  - 1. Have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts and transcription. Contractors must maintain all required records for three years after contract period or other pending matters are closed.
  - 2. Address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis of settlement
- B. Contractors must comply with Executive Order 121246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- C. Contractors must recognize mandatory standards and policies relating to energy efficiency and must be in compliance with the Energy Policy and Conservation Act (P.L. 94-265).
- D. All products furnished to the Monroe County Board of Education shall comply with the latest standard and regulations established by the federal laws, including the United States Department of Agriculture, for the Grade Specification.
- E. All bidders must comply with Alabama Immigration Law, HB. 56. The law requires that certain contractors/vendors provide proof that your company is in compliance with the immigration law by submitting a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding. This law is applicable to any person, employer, or business entity that enters into a bid agreement to perform any work or provide a certain product in exchange for valuable consideration. Attached is an Alabama Immigration Law Compliance, HB. 56 which provides instruction on the compliance process. **The completed Affidavit of Immigration Law Compliance form and your company E-Verify Memorandum of Understanding must be submitted with the bid.**
- F. Bidders providing service under this invitation for bids, herewith assure the Monroe County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- G. In the event that the instructions, conditions, and specifications of the Monroe County Board of Education exceed any of the previously mentioned agencies, the instructions, conditions, and specifications of said Board shall have control.
- H. Bidders must comply with the **Buy American** provision (7 CFR part 210.21). The term 'domestic commodity or product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using

agricultural commodities that are produced in the United States. The term “substantially” is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The Federal Nutrition Service encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the **Buy American** requirements that Monroe County Board of Education may consider are:


1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
  2. Competitive research and bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
- I. Each package of frozen food furnished and delivered to the Monroe County Board of Education School System shall be enclosed in a wrapper bearing the United States Grade.
1. United States Department of Agriculture lot inspection will be accepted in lieu of the above provided each full case of the product bears the USDA “OFFICIALLY SAMPLED” stamped certification certificate, as to grade, is on file in the Monroe County Board of Education Child Nutrition Program office.
  2. All packages must bear commercial labels.
  3. Brand names must be shown on the “BID Form.”

## **21. Non-Discrimination Statement**

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 (including gender identity and sexual orientation), 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: [USDA](https://www.usda.gov/program-discrimination-complaint-form)

Program Discrimination Complaint Form  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:** (202) 690-7442; or 3. **Email:** [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

# DAIRY Bid Pricing Form

**Bid #1183**

**Opening Date: March 19, 2024 10:00 a.m. CDT**

**\*\* NOTE: If you are not bidding on an item, put "no bid" in the block. Failure to write a price or "no bid" in every item will result in your bid being rejected. Prices not to exceed three decimal places.**

( A ) Item No.	( B ) Description/Unit	( C ) Market Cost Jul-22	( D ) Distrib Fee	( E ) Unit Sell Price ( C ) + ( D )	( F ) Extended Price	Brand
1	1% White Milk, 8 oz bottle					
2	1% White Milk, 8 oz carton					
3	Fat Free White Milk, 8 oz bottle					
4	Fat Free White Milk, 8 oz carton					
5	1% Chocolate Milk, 8 oz bottle					
6	1% Chocolate Milk, 8 oz carton					
7	Fat Free Chocolate Milk, 8 oz bottle					
8	Fat Free Strawberry Milk, 8 oz bottle					
9	Fat Free Strawberry Milk, 8 oz carton					
10	Fat Free Vanilla Milk, 8 oz carton					
12	Fat Free Buttermilk, 1/2 gallon					
13	Fat Free Buttermilk, 1 gallon					

( A ) Item No.	( B ) Description/Unit	( C ) Market Cost Jul-22	( D ) Distrib Fee	( E ) Unit Sell Price ( C ) + ( D )	( F ) Extended Price	Brand
14	Fat Free White Milk, 1 gallon					
15	Fat Free Cream Cheese, 5 lb tub					
16	Lactose Free Milk, 8 oz					
17	Lactose Free Milk, 1/2 gallon					
18	Tea, sweetned with Splenda, 12 oz bottle					

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Signature

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Title

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Date

## NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

## OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative



### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.