

Wynne Public Schools, Child Nutrition Department
Bread Bid – School Year 2023 - 2024

Bids will be accepted for furnishing bread products to Wynne Public Schools during the 2023 -2024 school year as specified below until **2:00 p.m. June 9, 2023**. Bids will be awarded at the next local board of education meeting on Monday, June 19, 2023. All bids shall be submitted on this prepared proposal blank and addressed to: Wynne Public School, Attn: Sherry Jumper, PO Box 69, Wynne AR 72396, delivered in person, or emailed to sjumper@wynneschools.org. All bidders shall comply with the Department of Health Rules & Regulations relative to bakeries and baking products. All breads must be fresh and in good condition. **Please** note whole grain-rich products must be **certified** whole grain rich. Whole must be the first ingredient or the “gold” seal must be on packaging. All other breads must be enriched flour. **A product analysis on each product or if your company has a Child Nutrition statement for the weights and grains it must be included in bid packet. Products that are awarded MUST be what is delivered for service.**

Buy American: SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16). Selected Distributor must be able to comply with this requirement. Federal regulations require SFAs to take all necessary affirmative steps, when possible, to assure that small, minority, and women-owned business enterprises are used (2 CFR Part 200.321).

DELIVERY:

Time and day of delivery are to be worked out with the successful bidder and the purchaser. Deliveries include Wynne Primary, Wynne Intermediate, Wynne Junior High, Wynne High School. This will be a total of 4 campuses. **Deliveries cannot be made for the following week, with Monday being the only exception.** Deliveries will be made as key drops at each location. It is to be understood by each bidder that deliveries will be discontinued during regular school vacation periods, also in cases where schools are closed due to inclement weather. A delivery slip shall be left at each school showing amount of bread purchased on the day of delivery. This request will be divided into two categories. White Whole Grain and Enriched Flour products. **It is expected that all campuses will be delivered the same product district wide, when ordered.**

BILLS:

Monthly statements for each school must be sent to Wynne Schools Child Nutrition Director, PO Box 69, Wynne, AR 72396 or emailed to sjumper@wynneschools.org before the 10th of each month for preceding month's deliveries.

RESERVATION & TERMINATION:

The Board of Education reserves the right in its absolute discretion to accept any bid, or any part of any bid, or to reject any or all bids, or any part of any bid, as the Board deems it to be for the best interests of the Board. The Board further reserves the right to terminate the contract at any time for due causes which shall include such reasons as unsatisfactory service or unsatisfactory products. Supplier may also terminate the contract with a 30 day written notice. Bids will be awarded based on low price and past performance.

TERMINATION: The Board of Education reserves the right in its absolute discretion to accept any bid, or any part of any bid, or to reject any or all bids, or any part of any bid, as the board deems it to be in the best interest of the board. In the event of a tie bid all bids will be considered void and will be rejected. Bid will be awarded based on lowest price and past performance. Award criteria: (1.Price 40 pts. 2. Quality 30 pts 3. Service/Performance 20 pts. 4. Availability 10 pts).

Termination for Convenience: The board further reserves the right to terminate the contract at any time for due cause/convenience, which shall include such reasons as unsatisfactory products or service. Supplier may also terminate the contract with a 30 day written notice. Termination of contract for any reason, by either party will include: District pay all invoices due for services that have been completed, Company will pick up milk boxes if applicable, and return all keys upon pickup. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever or any description or amount.

Termination for Cause: If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for the completed services.

- A. – The School district will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach. (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice, and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the school district with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to “cure” shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- B. Notwithstanding the foregoing, the contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.

BREACH: A party shall be deemed to have breached the contract if any of the following occurs:

- A. Failure to perform in accordance with any term or provision of the contract.
- B. Partial performance of any term or provision of the contract
- C. Any act prohibited or restricted by the contract, or
- D. Violation of any warranty

CONTRACTOR BREACH: The School District shall notify the Contractor in writing of a breach.

- A. In event of a breach by Contractor, the School District shall have available the remedy of actual damages and any other remedy available at law or equity.
- B. In the event of a breach, the School District may assess liquidated damages.

Partial Default: In the event of a breach, the School District may declare a partial default.

CONTRACT TERMINATION: In the event of a breach, the School District may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amounts which may be due the Contractor without waiver of any other remedy or damages available to the School District at law or equity.

SCHOOL DISTRICT BREACH: In the event of a breach by the School District, the Contractor shall notify the School District in writing within 30 days of any breach of contract by the School District. Said notice shall contain a description of the breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the School Districts breach. In no event shall any breach on the part of the School District excuse the Contractor from full performance under this contract. In the event of a breach by a the School District, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction, provided, however, failure by the contractor to give the School District written notice and opportunity to cure as described herein operates as a waiver of the School District’s breach. Failure by the Contractor to file a claim before the appropriate

forum in Arkansas with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the Contractor.

Equal Employment Opportunity: Selected vendors shall comply with E.O. 11246 Equal Employment Opportunity, as amended by E.O. 11375. Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulation at 41 CFR part 60 Office of Federal Contract Compliance Programs. Equal Employment Opportunity. Department of Labor

Rights to Inventions: If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties assignment or performance of experimental development or research work under that “funding agreement,” the recipient, or sub-recipient must comply with the requirements of 37 CFR Part 401.

Davis Bacon Act: Davis Bacon Act - In accordance with 2 CFR Appendix II to Part 200(D) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

ASSURANCE STATEMENT: The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

BID SECTION:

The undersigned firm agrees to furnish bread according to the specifications listed below for the period as stated on this proposal. ***Must be whole grain rich to bid as white, whole wheat/grain (51% at least). Buns must contribute at least 56 gm/2 oz per serving (2 grain bread) and sandwich bread must be at least 28 gm /1oz. per slice (1 grain bread). Nutritional Sheets and statement of how the grain/bread contributes to the Child Nutrition program must be returned with bid.**

****WHITE Whole Grain preferred on all items**

***White Whole Grain/Wheat Pullman Sandwich Bread -**

EACH slice must be 28 gm/1 oz

AND/OR CN statement for one grain equivalent

(Price per package)

(Count & ounces per package)

Enriched Sandwich Bread, Sliced

(Price per package)

(Count & ounces per package)

Hamburger Buns White Whole Wheat

Standard size, 4 inches

Sliced; EACH bun must be

56 gm or 2 oz and/or CN Statement

(Price per package)

(Count & ounces per package)

Hamburger Buns

Enriched Buns – Standard Size 4 in.

(Price per package)

(Count & ounces per package)

Hot Dog Buns White Whole Wheat -

Cluster type, standard size,

6 inches; EACH bun must be

56 gm for 2 oz and/or CN Statement

(Price per package)

(Count & ounces per package)

Hot Dog Buns – Enriched Flour

6 in. each

(Price per package)

(Count & ounces per package)

English Muffins White Whole Wheat

CN Statement for grain equivalent

(Price per package)

(Count & ounces per package)

Enriched Flour, English Muffin

(Price per package)

(Count & ounces per package)

Hoagie Bun

Enriched Flour/Whole Wheat

CN Statement for 2 oz grain equiv

(Price per package)

(Count & ounces per package)

Dinner Roll

Enriched Flour/Whole Wheat

CN Statement for 2 oz grain equiv

(Price per package)

(Count & ounces per package)

***Whole grain rich product must be certified whole grain rich(foods that contain 100% whole grain or foods that contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 51% is whole grain. Whole grain-rich products must contain at least 51% whole grains and the remaining grain, if any, must be enriched.**

Bidder: _____

Address: _____

Signed by: _____ Date: _____

Due to the limited number of distributors for bread/milk in our area, we are encouraged to seek out and request a STATEMENT OF NO BID in order to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive bidding. If your company does not intend to submit a bid, your submission of the STATEMENT OF NO BID will help us meet the justification requirements for a sole source contract award. All distributors are highly encouraged to submit bids whenever possible.

If returning a STATEMENT OF NO BID please mail it to the following address:

Wynne Public School ATTN: Sherry Jumper, PO Box 69, Wynne AR 72396 or Email sjumper@wynneschools.org

DISTRIBUTOR'S STATEMENT OF NO BID

Date: _____

We, the undersigned, have declined to participate in the Nettleton School District invitation for distributors to submit bids in response to this solicitation for milk pricings for the following reasons:

- ____ We do not offer this product
____ Unable to meet specifications; please specify: _____
____ Unable to meet procurement requirement; please specify: _____
____ Unable to deliver to your location (area): _____
____ Other _____
____ Solicitation was too restrictive; please explain: _____

If possible, how could our SFA improve its procurement process to encourage more distributors, similar to your company, to respond to solicitations like this one?

PLEASE MARK "STATEMENT OF NO BID" ON THE OUTSIDE OF THE ENVELOPE.

COMPANY NAME: _____

PREPARED BY: _____

SIGNATURE: _____

TELEPHONE: _____

EMAIL: _____

ATTACHMENT A: LOBBYING CERTIFICATION

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Distributor Name/Address of Organization

Distributor Name/Title of Submitting Official

Signature

Date

ATTACHMENT B: DISCLOSURE OF LOBBYING ACTIVITIES
STANDARD FORM -LLL **APPROVED BY OMB**
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352
(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

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

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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 in 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 U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. 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 (OMB) 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 follow-up 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 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 first 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 know. 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, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include 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 Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or members of U.S. Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT C: SUSPENSION AND DEBARMENT CERTIFICATION

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities and 2 CFR Part 200.213 and Appendix II to 2 CFR Part 200 (I). The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

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

Distributor Name

PR/Award Number or Project Name

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

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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

Winning Bidder agrees to follow the regulations as required by law.

1. Equal Employment Opportunity (in excess of 10,000)? (Appendix II to 2CFR 200/7 CFR 3019.48
2. Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (for contracts in excess of 2500)
3. Debarment and Suspension [Executive Orders 12549 and 12689](2 CFR Part 200.213 and Appendix II to 2 CFR Part 200 (l)(all contracts) as described above.
4. Byrd Anti-Lobbying Amendment [31U.S.C. 1352) (Appendix II to 2CFR Part 200 (j) (For contracts worth 100,000 or more] as described above.

Company Name: _____

Authorized Representative Print Name: _____

Authorized Representative Signature: _____

Date: _____

This Institution is an equal opportunity provider