



**Indiana
Department of Education**

Glenda Ritz, NBCT
Indiana Superintendent of Public Instruction

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained by contacting the Indiana Department of Education.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Commercial Food Systems, Inc.

Organization Name

Rene' MacKenzie , Bid Specialist

Names(s) and Title(s) of Authorized Representative(s) of the Vendor/FSMC

Rene' MacKenzie

Signature(s)

4/15/21

Date

Attachment C

AO-602
1/03

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
Marion COUNTY)

The undersigned offeror or agent, being duly sworn on oath, says that he 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 offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Commercial Food Systems, Inc.
Offeror (Firm)

Rene' MacKenzie
Signature of Offeror or Agent

Subscribed and sworn to before me this 15 day of April, 2021.

My Commission Expires: 4-7-2027 Shawn L. Robertson
Notary Public - Printed Name

County of Residence: Hamilton Shawn L. Robertson
Notary Public - Signature

Source: IC 5-22-16-6



Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 U.S.C. 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Commercial Food Systems
Name of Food Service Management Company

Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Anthony C. Smith
Signature of Food Service Management Company's
Authorized Representative

Pros
Title

4/15/21
Date

Signature of School Food Authority's
Authorized Representative

Title

Date

COMMERCIAL FOOD SYSTEMS, INC.

Dear Valued Customer:

In response to your recent request, we are pleased to provide the following regarding Commercial Food Systems efforts related to Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998, also known as the “Buy American Provisions.”

We at Commercial Food Systems provide “Buy American” items whenever we can. If there is a specific item you are questioning you may visit our website at www.commercialfoodsystems.com . The Manufacturers Buy American statements can be found under the Nutritionals/Brochures tab.

Thank you for your continued partnership with Commercial Food Systems

Rene' MacKenzie
Bid Specialist

COMMERCIAL FOOD SYSTEMS, INC.

Dear Customer:

Commercial Food Systems, Inc. (CFS) strives to deliver a safe and quality product to our customers. A Hazard Analysis and Critical Control Point (HACCP) program is in place to insure the safety of our products.

CFS uses a HACCP program to control food safety issues. However, since CFS is a food distributor many of the seven HACCP principles do not apply to the same level as they would if we were a food manufacturer, which we are not. We do mandate that our manufacturers maintain and follow HACCP programs for their facilities. Outside of HACCP, CFS maintains other prerequisite programs which include employee training, pest control, proper stock rotation to insure proper receiving, storage, and shipment of products.

In addition, our customers have a responsibility to insure that our products are received, rotated, and stored with similar diligence, which is out of our control. This completes the cycle of product protection from raw material with the manufacturer to receiving, rotation, storage and distribution with the distributor, CFS, and finally to receiving, rotation, and storage with our customer to their end user.

If additional information is required, please contact Commercial Food Systems, Inc.