



INVITATION TO BID

ITB No. B227419JA

Due 2:00 PM, EST on May 4, 2022

Fresh Produce

Electronic Bids for **Fresh Produce**, will be received at the School Board of Lee County (hereinafter the District), Procurement Services Department, Bonfire Platform. All interested parties must register with Bonfire to view and download documents. Instructions for Vendor Registration can be viewed by clicking the link <https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>. Electronic Bid's must be submitted through the [Bonfire Portal](#) before **2:00 PM, EST on May 4, 2022**. It is the Bidder's responsibility to assure that the bid is submitted to the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the opening date and time, and therefore late submittals will not be accepted or considered for award.

Business entities interested in providing **Fresh Produce** products to The School Board of Lee County are hereby notified that electronic bids for providing the required services must be submitted by **2:00 PM, EST on May 4, 2022**, in The School Board of Lee County, Procurement Services Department, [Bonfire Platform](#).

A **MANDATORY** Pre-Bid conference will be held at **2:00 PM, EST on April 13, 2022**, via live virtual video conference.

Join Zoom Meeting

<https://leeschools.zoom.us/j/84008363493?pwd=SCtQSVVyVSt2M05idG1LSUdqZGQrQT09>

Meeting ID: 840 0836 3493

Passcode: 461849

Attendance is **MANDATORY** for at least one representative from each business entity submitting a bid.

BIDDER'S INFORMATION SHEET

School Board of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Released: April 8, 2022
ITB No.: **B227419JA**
ITB Title: **Fresh Produce**
Contact: Joni Al-Shabibi; JoniMA@leeschools.net

Bids must be electronically submitted to The School Board of Lee County, Department of Procurement Services, [Bonfire Platform](#), no later than **2:00 PM, EST on May 4, 2022** and plainly marked ITB No. **B227419JA, Fresh Produce**. Bids are due and will be opened at this time.

Bidder's Business Name: _____

Bidder Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____

(Bidder must be signed by an officer or employee having authority to legally bind the Bidder)

Anti-Collusion Statement/Public Domain: I, the Bidder have not divulged, discussed, or compared this bid with any other Bidder and have not colluded with any other Bidder in the preparation of this bid in order to gain an unfair advantage in the award of this ITB. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Bid Certification: By my signature, I hereby certify that I am submitting the following information as my company's bid and understand that by virtue of executing and returning this **Bidder Information Sheet**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Bid, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASON(S) CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> We do not offer the services requested |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Keep our company on the bid list for future ITB's |
| | <input type="checkbox"/> Other |

TABLE OF CONTENTS

	<u>Page</u>
Bidder’s Information Sheet.....	2
General Conditions.....	4
Detailed Specifications	15
Estimated Timeline.....	17
Bid Submittal (Information to be Included in the Bid)	17
Exhibit 1 – School District of Lee County Delivery Locations.....	23
Attachment A – Required Submittal Checklist Form	27
Attachment B – Insurance Requirements Form	28
Attachment C – Addendum Acknowledgement Form.....	30
Attachment D – Debarment Form.....	31
Attachment E – Drug-Free Workplace Certification.....	33
Attachment F – Public Entity Crimes Form.....	34
Attachment G – Scrutinized Company Certification.....	36
Attachment H - Emergency/Storm Related Catastrophe Agreement	37
Attachment I – Principal Place of Business Form	38
Attachment J – Reference Form	39
Attachment K – Certification Regarding Lobbying Form	40

GENERAL CONDITIONS

Bidder: To ensure acceptance of the bid, follow these instructions

1. **Electronic Bid Requirements:** The "Bidder Information Sheet", page 2 of the ITB, must be completed, signed, and returned with each bid. Bidders must submit one electronic proposal, electronically signed by a representative authorized to legally bind the Bidder to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Bidders must use the form(s) furnished by the District. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Invitation to Bid (ITB), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School Board of Lee County, Florida.
 - b) "Bidder" shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
 - c) "Vendor" shall mean the successful bidder(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Bidder's Responsibility:** It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. Bidders are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
4. **Bid Submittal:** All bids shall be submitted electronically using the Bonfire Platform. Bids having erasure or corrections must be initialed by the Bidder. All bids must be signed in ink by an officer or employee having authority to legally bind the Bidder. All bid pricing shall be on the Bid Response Form and signed by an authorized officer of the company. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed bid must be submitted in a sealed envelope.
5. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 a public entity, may not be awarded or perform work as a vendor, supplier, contractor, 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. Bidders shall complete and submit with their bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Bidder must indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITB due date unless otherwise stated in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents and posted on the Bonfire Platform. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Bidders are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Submission of Bid:** One bid must be electronically submitted in the School District of Lee County's Bonfire Platform no later than the date and time specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements
10. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Bids Received Late:** It is the Bidder's responsibility to assure that the bid is received by the Department of Procurement Services Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the due date and time, and therefore will not be considered for award.
12. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of items awarded.
13. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications the award resulting from this bid shall be in effect for three (3) year commencing upon Board approval or until new bids are taken and awarded. The award resulting from this bid (or any portion thereof) may be

renewed for three (3) additional one (1) year periods, or extended for a period up to 180 days beyond the term, including the final term, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Bidder agrees to these conditions by signing its bid.

14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Vendors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
 - (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a Vendor will result in rejections/disqualification of said response.
 - (b) Violation of the provision regarding lobbying may also result in debarment of the Vendor as provided in Policy 6.071.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
16. **Brands:** Bidders shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Bidder catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Vendor shall be obligated to furnish the item(s) specified by the District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Vendor. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District
18. **Bid Evaluation and Award:** Bids shall be reviewed in accordance with the ITB specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all bids in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new bids, and/or consider alternate bids which meet the general specifications set forth. Bids which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award bids on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.).
 - a) A tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
 - b) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises final award of a contract.
19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidders, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Bidders who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
20. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Bidder and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and the District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted bid. It is agreed that the Bidder

will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.

21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

- a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 90,000 pre-K-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the largest employer in Lee County.

22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- a) The volatility is due to causes wholly beyond the Vendor's control
- b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or be unacceptable in quality or compatibility as solely determined by the District, Vendor may propose a substitute

product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. If requested by the District, the Vendor will also provide documentation as to the unavailability of the original awarded product to the District. A substitute will only be considered if the District has a continued need for the product within the contract time frame. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

24. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are

strictly prohibited from using any District telephones or other office equipment.

- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor, its subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such utilities service. If Vendor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Vendor within five (5) business days of written demand for same from the District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws,

ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 25. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Bidders.

27. **Performance Bonds:** When required and after acceptance of a bid, the District will notify the successful Bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
28. **Florida Preference:** Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment I with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.
29. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
30. **Supplier Diversity Plan:** The School Board of Lee County has a goal to expand participation opportunities for Minority Businesses in the construction and providing of goods and services to construction projects. Minority Business participation goals, along with reporting compliance procedures will be set during the negotiation process.
31. **Scrutinized Companies:** By submitting a bid, Bidder certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a bid for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
32. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee may give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Vendor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, pursuant to the School Board Policy 6.071. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
- Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - Vendor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - Vendor has been engaging in business operations in Cuba or Syria.
 - The District may at any time by written notice to the Vendor stop all or any part of the work for this ITB award. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the ITB terms and conditions.
 - Failure of the Vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Vendor. The defaulting Vendor may be responsible for reimbursing the District for price differences.
33. **Default:** In the event that the awarded Vendor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
34. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Attachment B, Insurance Requirements form for District insurance requirements.
35. **Indemnity:** This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions may be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to assume liability in the amounts and for the cause established in Section 768.28,

(F.S.) for only injuries or damage caused by the negligence of the District, its agents or employees in performance of duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.

36. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
37. **Laws and Regulations:** Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Bidder shall not constitute a cognizable defense against actual or potential damages caused thereby.
38. **Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., utilized or staged for use on the contract meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful Vendor and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Vendor.
39. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court be United States District Court, Middle District of Florida.
40. **Drug-Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.

41. **Ethics:** All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
42. **Conflict of Interest:** Bidder is subject to the provisions of Chapter 112 Florida Statutes. The Bidder must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family which owns any interest of any amount in the Bidder's company, partnership or agency.
43. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this bid if it is in its best interest to do so.
44. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium; other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this bid, if mutually agreed upon between the successful Bidder(s) and a governmental entity that is a member of either of the two above referenced Consortia, a submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other participating members of the above referenced Consortium entity.
45. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Vendor will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FoodServiceInvoices@LeeSchools.net**.
- a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
- b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
- c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.

- d) All invoices are to clearly show the District's name and delivery location, for example "Allen Park Elementary School Cafeteria."
- e) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Bidders must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
46. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
47. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
48. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. 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.
49. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- Keep and maintain public records required by the District to perform the service.
 - Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
- d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- e) **PUBLIC RECORDS NOTICE: If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.**
50. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will **not** be afforded confidential with the exception of financial statements.
- Redacted Copies: If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.
 - The redacted copies shall contain the School District's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
 - Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School District for any and all claims from or relating to Bidders determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - If the Bidder fails to submit Redacted Copies with its response, the Department is authorized to produce the

entire documents, data or records submitted by Bidder in response to a public records request for these records.

e. Public Meetings/Evaluations: All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Bidder's designating such materials as confidential, the Bidder's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

51. **Patents, Copyrights & Royalties:** Vendors agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Vendor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price bid of the Vendor.

52. **ITB Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITB.

53. **State Purchasing Agreements:** Prior to the release of this ITB, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District. After reviewing this site for bids and determining they do not meet our needs/offer economic advantage:

http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements

54. **E-Verify: State of Florida, Executive Order 11-116.** The employment of unauthorized aliens by any Contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Vendor will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the Vendor during the Contract term, (b) require that Vendor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at <http://www.flgov.com/wpcontent/uploads/orders/2011/11-116-suspend.pdf>.

55. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services

on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify the District within 48 hours of such.

a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.

b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.

c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.

d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.

56. **Vendor Process for Fingerprinting:** Vendors who will never be present on school district campus are not required to be fingerprinted. Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5(a) & (b) state: **(NO EXCEPTIONS TO BELOW)**

(a) Prior to the start of work on any District site, all construction vendors and other Vendors including but

not limited to construction manager, company owners, architects, engineers, specialty Vendor, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.

- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Vendor or a subcontractor, to a District construction site or any District property it is the responsibility of the Vendor to follow the requirements of this policy.

Vendor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website:

https://www.leeschools.net/our_district/departments/human_resources/professional_standards_equity
Vendor Fingerprinting.

Effective May 12, 2014, fingerprinting services for Vendors with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Vendor accepts and acknowledges that it is and will continue to comply with said terms and conditions for the term of the award:

57. **Illegal Alien Labor:** Vendor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
58. **Recovered Material (2 CFR §200.322):** applies to all contracts greater than \$10,000. Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value

of the quantity acquired during the District's preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

59. **Federal Drug-Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal Vendors pursuant to 41 U.S.C.A. § 8102.
60. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** applies if contract is greater than or equal to \$100,000. Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
61. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
62. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the School District of Lee County concurrently within 30 days of notice of the violation.
63. **Debarment and Suspension:** Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies 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.
64. **Equal Employment Opportunity:** During the performance of this contract, the Vendor agrees as follows:
- a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- d) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or Vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
65. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C):** The Vendor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
66. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):** Vendor, certifies that it is, and will continue for the term of this contract, to comply 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"). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendor and Subcontractors on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

67. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**: Vendor, certifies that it is, and will continue for the term of this contract, to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
68. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704)**: No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
69. **Buy American (7CFR PART 210.21(D))**: For commercial food products, served in the school meals program, Vendor must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.21(d)). The permissible percentage needed for the final processed product to consist of agricultural commodities that is grown domestically must be 51%. Exceptions are documented are as follows:
 - a. The SFA needs documentation on requests for consideration on the use of domestic alternative foods before approving an exception.
 - b. A requirement to document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
 - c. A requirement to document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
70. **Civil Rights**: The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.
71. **Return of Discounts, Rebates and Credits**: The School District of Lee County shall ensure that the awarded Vendor fully

discloses all discounts, rebates, allowances, and incentives received by the Vendor or from its supplier. If the Vendor receives a discount, rebate, allowance, or incentive from any supplier, the Vendor must disclose and return, to the District, the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the School District of Lee County. All discounts, rebates, allowances, and incentives must be returned to the School District of Lee County during a mutually agreed upon timeframe that is beneficial to the District.

72. **Allow for Audit of Record**: A provision to allow for the audit, examination, excerpt, and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United States, TDA, and their authorized representatives.

DETAILED SPECIFICATIONS

Fresh Produce
ITB No. B227419JA

1. **OVERVIEW:** The purpose and intent of this invitation to is to secure current market prices and firm fixed fee prices for fresh produce items required for the School District of Lee County, Florida (the District) Food and Nutrition Services' breakfast, lunch and summer programs, on an as needed basis.

Items to be purchased are categorized as follows:

- **OPEN MARKET COST; and**
- **FIRM FIXED FEES FOR SERVICE**

Bidders must bid on both of the categories to be considered for award. It is anticipated that this bid will be awarded in its entirety to the lowest, responsive and responsible bidder for categories 1 and 2, inclusive, meeting all specifications. Prices should be quoted as two separate costs; the current market cost and a firm fixed fee for service. These prices combined will equal the sell price of the item. Market prices released the week of **April 18, 2022 through April 22, 2022**, shall be used for bidding purposes. Bidders need to submit proof in the form of invoices from their suppliers, if applicable, to substantiate the market cost entered on Document 3, the Bid Response Form, Column F - Market Cost. This documentation shall be submitted as part of Document 1, and labeled as "**Market Cost, Week of April 18, 2022 through April 22, 2022**".

For produce items grown and distributed by the awarded vendor, pricing validation to the District cannot be determined utilizing invoice cost to the awarded vendor. For items grown and distributed by the awarded vendor, the USDA Agricultural Marketing Service, Miami Terminal wholesale market price spreads for Florida grown items will be utilized as the vendor cost whenever requested. The delivered price (less the fixed delivery fee) to the District should not exceed the highest wholesale cost listed on the Terminal report for the date range in question. Market prices released the week of **April 18, 2022 through April 22, 2022**, shall be used for bidding purposes. Prices for the USDA wholesale market price reports for the Miami Terminal are available via the following web site link: <https://www.marketnews.usda.gov/mnp/fv-home>

2. **MINIMUM REQUIREMENTS:** The following requirements are necessary for bids to be considered for evaluation:
- a) Bidder shall hold a current State of Florida Business License and shall submit a copy of the current license with the response.
 - b) Bidder must have or have access to a fleet of mechanically refrigerated trucks or truck compartments capable of holding temperatures at a minimum of 41° while in transit. **Bidder must provide an accurate listing of all refrigerated vehicles including make, model, year, and VIN to demonstrate the ability to perform the requested service.**
3. **QUALIFICATIONS:** Bids will only be considered from commercial distributors who meet the qualifications listed below. Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District. The District reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to verify the ability to perform in accordance with the specifications and terms and conditions herein. The District will determine if the ability to perform is evident and will make awards only when it is deemed satisfactory and at the District's best interest. The decision as to whether a bidder meets these qualifications remains the sole discretion of the Food and Nutrition Services Department. The District reserves the right to inspect the awarded vendor's fleet or facilities at any time.
- a) Bidder must be licensed to conduct business within the State of Florida;
 - b) Bidder must be currently engaged in commercial food distribution;
 - c) Bidder must have or have access to refrigerated warehouse facilities capable of holding temperatures at 35°, 50° and 70°;
 - d) Bidder must have access to an experienced produce buyer and a contract administrator who can serve as the District's account manager on a day-to-day basis; and

- e) All cut produce must be received at an acceptable temperature range between 33° to 41° Fahrenheit or products will be refused at delivery.
4. **ACCOUNT MANAGEMENT REQUIREMENTS:** – The District requires Bidders to designate a primary point of contact who will manage the account with the District. The designated Account Manager will perform the following functions:
- Be available during business hours 6:30 am to 3:30 pm to assist the District.
 - Ability to routinely communicate with delivery personnel.
 - Provide timely, weekly order form with price list in excel format via e-mail.
 - Communicate delays of delivery in a timely matter.
 - Respond to calls/emails within 24 hours, during normal business hours.
5. **INSPECTIONS:** The District reserves the right, prior to or after award, to inspect the prospective awardee's facilities and place of business to determine if the Vendor has a regular, bona fide establishment that is presently operational and is likely to continue as such. Areas of evaluation by the District representative may include warehouse facilities, total cubic feet, and conditions of property and delivery fleet, but are not limited to such.
6. **DELIVERY REQUIREMENTS:** Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by Food and Nutrition Services personnel, to the locations specified in Exhibit 1, School District of Lee County Delivery Locations, two times per week/per location. All produce must be fresh, clean, at the appropriate temperature, and in sanitary condition. All products and deliveries shall be the State Board of Health and Lee County Health Department rules and regulations.
7. **ACCURACY:** The awarded vendor is expected to make deliveries, at a minimum error free level of 99 %. This includes all line items and pertains to the accuracy and acceptability of order units. If an item is omitted from an order or is delivered in unacceptable condition, replacement product shall be delivered within 24 hours or as determined by the Food and Nutrition Services Department.
8. **ADDITION OR DELETION OF SITES:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITB. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
9. **CONTRACT TERM:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new bids are taken and awarded. This ITB (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The bidder agrees to this condition by signing its bid.
10. **ESTIMATED DOLLAR VALUE:** The estimated annual expenditure for this ITB is \$7,000,000.00. No guarantee of the dollar amount of this bid is implied or given. This is an as needed basis contract.
11. **SUBSTITUTIONS/ADDITIONS:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by each District office in advance. Vendor must provide complete nutritional information of substitute or additional products.
12. **NEW PRODUCTS:** New products may be added during the term of the contract upon completion of successful price negotiations between the District and the Vendor(s).
13. **ORDERS AND PAYMENT:** All orders will be placed directly to the Vendor by the School Board's Food and Nutrition Services Department via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Bidders must**

presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.

- 14. INVOICES:** Vendor will submit two copies of the daily invoices at the time of delivery to the school. Invoice must be signed by the school's Nutrition Service Manager or their designee. Biweekly (or monthly), vendor must submit a copy of the original invoice to the School Board of Lee County, Financial Accounting Department via email FoodServiceInvoices@LeeSchools.net , for all schools making purchases. Invoices must provide quantity purchased for each school and date of purchase as well as unit and total price.
- 15. GUARANTEE/WARRANTY:** All Bidders must state guarantee policy on items purchased under this contract. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product may result in immediate termination of this contract. Bidders shall submit their guarantee/warranty policy with their bid.
- 16. QUESTIONS ABOUT THE ITB:** Any questions concerning the Invitation to Bid shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Joni Al-Shabibi, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
E-mail JoniMA@Leeschools.net

All questions must be received no later than **Wednesday, April 20, 2022, at 2:00 PM, EST**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of an addendum and placed on the District's Procurement Services Department, Bonfire Platform [Bonfire Portal](#). Bidder shall be responsible for the acknowledgement of each addendum on Attachment C, the Addenda Acknowledgement Form.

17. ESTIMATED TIMELINE:

April 8, 2022	Release of ITB No. B227419JA, Fresh Produce
April 13, 2022	Mandatory Pre-Submission Meeting via Zoom – 2:00 PM, EST (Details on page 1 of this document.)
April 20, 2022	Written questions due in the Department of Procurement Services by 2:00 PM, EST.
May 4, 2022	Bids due on or before 2:00 PM, EST
June, 2022	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Bidders. Response to inquiries regarding the status of ITB will not be made prior to the posting of award recommendation.

- 18. BID SUBMITTAL: Information to be Included in the Bid:** All bids to this ITB shall be submitted electronically in the Procurement Department Bonfire Portal. **Failure to comply with bid submittal requirements may be grounds for bid rejection.**

Bidders will upload a total of **3 DOCUMENTS** into the [Bonfire Portal](#):

DOCUMENT 1

Submittal to include the following:

- A. **Bidder's Information Sheet:**
Bidder's Information Sheet, page 2 of the ITB, with all required information completed. Any modifications or alterations to this form shall not be accepted and may cause bid to be rejected.
- B. **Current Copy of Professional License/Certifications:**
A copy of State of Florida business license or copy of SunBiz webpage illustrating compliance with this criterion per page 15 - Specifications, Item 2.a. – Minimum Requirements.
- C. **Recall Policy:**
One-page summary describing your company's Recall Policy per page 22 – Technical Specifications, Item 9. - Food and Safety Recalls.
- D. **Market Cost Sheet:**
Documentation shall be labeled *"Market Cost, Week of April 18, 2022 through April 22, 2022"*, per page 15 - Specifications, Item 1 – Overview.
- E. **Refrigerated Vehicle Equipment List:**
Detailed list refrigerated trucks for delivery of produce per page 15 - Specifications, Item 2.b. – Minimum Requirements.

DOCUMENT 2

Fillable Forms to include the following:

- A. **Attachment A – Required Submittal Checklist:** Proposer shall complete form to insure all required information is submitted.
- B. **Attachment B – Insurance Requirements Form:** Bidder shall respond to the District insurance requirements. The School Board of Lee County shall be listed as an additional insured on the certificate of coverage for both the commercial general liability and the business auto liability policies. **It is the responsibility of the awarded Vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
- C. **Attachment C – Addenda Acknowledgement Form:** Bidder shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the bid to be considered.
- D. **Attachment D – Debarment Form:** Bidder shall submit a certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- E. **Attachment E – Drug-Free Workplace Certification:** Bidder shall complete form with all required information and signature as specified.
- F. **Attachment F – Public Entity Crimes Form:** Bidder shall submit a sworn statement as required under section 287.133(3), (a), Florida Statutes, Public Entity Crimes. **Form shall be signed and notarized.**
- G. **Attachment G – Scrutinized Company Certification:** Bidder shall complete form with all required information and all signatures as specified.
- H. **Attachment H – Emergency/Storm Related Catastrophe Agreement:** Bidder shall complete form with all required information and all signatures as specified.
- I. **Attachment I – Bidder's Statement of Principal Place of Business and Opinion of Out-Of-State Bidder's Attorney on Bidding Preferences:** All Bidders shall complete Part A of the Principal Place of Business form. All out-of-state Bidders (Bidders with a principal place of business outside the State of Florida) shall have Part B of the form completed by an attorney representing the Bidder. Forms with incomplete information shall cause the bid to be deemed non-responsive. The District may accept a copy of a previously completed form that was submitted as part of a District or other Florida school district bid, if the form was submitted to the District or another Florida school District within one (1) year of the due date of the current bid, at the District's sole discretion.
- J. **Attachment J – Reference Form:** Bidder shall provide three (3) references of similar size and scope to this solicitation (performed within the last five (5) years).

- K. **Attachment K – Certification Regarding Lobbying Form:** Bidder shall complete form with all required information and all signatures as specified.

DOCUMENT 3

Bid Response Form

- A. **Bid Response Form:** Bid Response Form accurately completed, each response verified, and bid signed. In addition, form should be in usable Excel format with no locked cells; Adobe PDF is not acceptable. **Failure to comply with bid submittal requirements may be grounds for bid rejection, in whole or in part.**

TECHNICAL SPECIFICATIONS

ITB No: B227419JA

Fresh Produce

Detailed specifications for the required products are listed below.

1. **SUBSTITUTIONS/ADDITIONS:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by the District's Food and Nutrition Services Department designee in advance. Vendor must provide complete nutritional information of substitute or additional products.
2. **ORDERS:** During the course of the contract period the District may purchase approximately 100 different produce items, some of which are purchased in large volume while others are occasionally purchased. After award, the Food and Nutrition Services Department designee will provide the awarded vendor with a pre-approved list of items, from which items can be ordered by the District's school cafeterias. The Food and Nutrition Services Department will also provide the awarded vendor with cycle menus which will indicate, in advance, the produce items required for that time period. The Food and Nutrition Services Department may purchase produce as listed on the **Bid Response Form**, and require the option to add or delete items as deemed to be in the best interest of the District. All orders are to be placed directly with the awarded vendor by email or online. There shall be no stipulation of minimum order values or quantities. Orders may also be placed by direct contact with the awarded vendor's agent in such a manner that is mutually agreed upon between both parties.
3. **SITE DELIVERY:** Deliveries shall be made two-times per week, between the hours of 6:00 a.m. and 2:00 p.m., unless approved in writing by the Food and Nutrition Services Department designee. The awarded vendor shall deliver fresh produce to all schools listed on Exhibit 1. Deliveries will be made in a temperature-controlled truck to protect the quality and food safety of the product. Temperatures shall be recorded per Food Safety Plan (HAACP - Hazard Analysis Critical Control Point) guidelines upon delivery. In the event that schools are closed on a scheduled delivery day, it shall be required that the delivery be rescheduled for the business day immediately preceding or immediately following the regular delivery day.

Suggested delivery schedule shall be submitted by the awarded vendor to the Food and Nutrition Services Department designee for approval no later than two weeks prior to the first delivery and remain constant throughout the contract term. Vendor shall be notified by Food and Nutrition Services designee in advance of school off-days so that arrangements can be made to reschedule those specific locations. Any changes to the weekly delivery schedule will require 30-day notice and written approval from the Food and Nutrition Services designee.

4. **PRICE ADJUSTMENTS:** During the contract term, the open market cost may fluctuate based on current conditions, seasonal supply and weather. Items that increase or decrease in price will be reviewed by the awarded vendor and the Food and Nutrition Services Department designee on a pre-determined, weekly schedule as agreed between both parties. The pre-approved item list will become the District's order form utilized by all District schools.
 - a. **Market Fluctuations:** Weekly pricing updates for the District shall be submitted to the designated Food and Nutrition Services representative by 12 noon each Friday for the following week's deliveries (Monday – Friday). Price submitted on the order form should include the firm fixed fees for service. 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. The acceptable purchase date range for documentation can include the five calendar days prior to the first delivery day of the delivery week and up through the first two days of the delivery week in question for produce items grown and distributed by the awarded vendor, pricing validation to the District cannot be determined utilizing invoice cost to the awarded vendor. For items grown and distributed by the awarded vendor the USDA Agricultural Marketing Service, Miami Terminal wholesale market price spreads for Florida grown items will be utilized as the vendor cost whenever requested. The delivered price (less the fixed

delivery fee) to the District should not exceed the highest wholesale cost listed on the Terminal report for the date range in question. (Example: For the week of April 4, 2022, documentation can be provided dated from March 28, 2022 through April 1, 2022). Requested documentation must be provided to the District electronically within 5 business days of the request.

- b. **Firm Fixed Fees:** The term “firm 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 costs, including profit. Firm fixed fees shall remain firm for the duration of the bid including renewals and extensions. A firm fixed fee shall be quoted for unbroken full cartons purchased and delivered to District locations and a separate fee shall be quoted for broken cartons purchased and delivered to District locations. The unbroken full carton fee will be added to the full carton product cost to determine the sell price to the District. The broken carton fee will be added to the product cost of partial case quantities to determine the sell price to the District.

- i. **Partial Case Quantities:** The District has requested both full and partial cases of certain products on this bid. As the District cost will be based on market prices for full case quantities the pricing of partial (broken cases) shall be prorated in accordance with the broken size of the original wholesale unit.

Example 1: If the market price of a full case of product is \$10, the District would be charged \$5.00 for a half case, plus the broken case fee.

Example 2: If the product is normally sold as a full unit with a specific weight listed (potatoes, 50 lb) and the market price is 50 LBS for \$20.00, the District should be charged partial units based on the per pound weight at \$0.40 per pound plus the broken case fee.

5. **RECORDS RETENTION:**

- a. The VENDOR shall retain all records relating to food service production and delivery for the initial contract and all subsequent renewals 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, or after the SFA submits the final Claim for Reimbursement for the final fiscal year of the contract, whichever occurs last.
- b. 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.
- c. 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.
- d. 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.

6. **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.

7. **SMALL, WOMEN, AND MINORITY OWNED BUSINESS:** Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women’s business enterprises are used whenever possible:
- a. Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses, and women’s business enterprises on solicitation lists.
 - b. Assuring that small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources.

- c. 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.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
 - e. 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.
8. **SUBSTITUTIONS AND CREDITS:** Each item that is delivered must meet the minimum produce specifications and be the price and pack size that was proposed upon and is listed on the pre-approved list provided from the Food and Nutrition Services Department. Changes in pack size only, due to availability, are permissible; however, the change should be approved by the Food and Nutrition Services Department prior to delivery. If the awarded vendor is temporarily out-of-stock of a particular item, an equal or superior product must be delivered at an equal or lesser price with approval from the Food and Nutrition Services Department designee. All outages or substitutions must be communicated with the Food and Nutrition Services Department designee no later than 24 hours prior to delivery. Any substitutions made without prior authorization will be refused. Refused items shall be promptly removed by the Vendor at no cost to the District. An excessive occurrence of out-of-stock items or substitutions may be cause for contract termination. The District reserves the right to make brand or product changes, at any time during the contract period, to address issues resulting from, but not limited to, performance, quality or product deficiencies.

Awarded vendor shall agree to accept, for full credit, the return of any items received which is found by the Food and Nutrition personnel to be defective in quality or packaging so as to render the item unusable for its intended purpose. For products found to be defective within 5 days of delivery, a credit or replacement shall also be issued within 48 hours of notice. Credit memos shall reference the original invoice number and be issued within seven business days of the initial request.

9. **FOOD AND SAFETY RECALLS:** Ensuring the safety of the food supply is critical to the District. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and will be held liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. Vendors shall have a process in place to effectively respond to a food recall which should include the following objectives:
- a. Provide accurate and timely communication to the Food and Nutrition Services Department regarding any food recall.
 - b. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 - c. Streamline the process for reimbursement for any recalled product that is removed from the District locations. Credits should be issued within 5 business days of product removal.
 - d. A one-page summary of Vendor's recall policy and procedure shall be submitted with bid response.
10. **REPORTING:** Awarded vendor must provide weekly price reports in accordance with the Food and Nutrition Services Department requirements. Vendor must maintain and provide accurate perpetual utilization reports by line item, purchasing units, selling prices, and delivery locations as well as for the District lump sum. Utilization data must be maintained so the Vendor can report the number of units delivered, at a specific selling price, for a specific delivery week in the event of erroneous pricing. **Utilization** reports must show data by purchasing unit (case, pound, etc.), as well as by dollars and submitted on a monthly basis. Utilization reports shall be submitted within 15 calendar days after the end of the month or as requested by the Food and Nutrition Services Department.
11. **FARM TO SCHOOL:** Farm-to-School is defined as collaborative projects that connect schools and local farms to serve locally grown, healthy foods in the K-12 school setting, improving student nutrition, educating students about food and health and supporting local and regional farmers. Locally grown produce shall be identified and featured on the menu as often as economically and seasonally feasible. The Food and Nutrition Services Department participates in the Farm-to-School program to encourage

consumption of locally grown produce, enhance the freshness and nutritional value of the produce, decrease the transport time (food miles), decrease fuel costs, and to support the local economy. Locally grown produce is defined as “seasonal produce grown in the State of Florida.” The awarded vendor is encouraged to purchase Florida grown products as often as feasible. The awarded vendor is also encouraged to purchase products utilizing the USDA Farm-to-School state and regional bids whenever possible. The awarded vendor is to assure that Good Agricultural Practice (GAP) letters are available and on file from all farmers and suppliers utilized. The following information is also required to be on file and available for inspection upon request:

- a. The implementation of food safety/HACCP programs;
- b. Third party audit inspections are completed per safe industry standards;
- c. Fertilization and pest control schedules and products are recorded and maintained by specific growing field;
- d. Hold Harmless Agreement; and
- e. Certificate of Insurance.

12. **FRESH FRUIT AND VEGETABLE PROGRAM (FFVP):** It is anticipated that some Lee County School District elementary schools will be awarded the USDA Fresh Fruit and Vegetable Grant Program (FFVP) for each school year bid is enforce. If funding becomes available this number of schools could be expanded to include all 45 elementary school locations. These schools will have a fresh fruit or vegetable snack for every child, possibly every school day.

Special consideration will need to be made for increased delivery schedules for these Fresh Fruits and Vegetable program schools. It is anticipated that two to three deliveries per week will be required dependent on volume. An increased variety of products will be necessary to introduce children to healthier options. Suggestions and recommendations from the awarded vendor on in-season, “less common”, domestic produce with competitive pricing will be necessary. Carambola (star fruit), blueberries, jicama, bok choy, cherries, avocado, pineapple and grapefruit are examples of products that will be purchased for this program along with the more traditional items. When financially feasible to do so, produce that is individually packaged, single-serve or ready to eat will be utilized in the FFVP program due to time constraints and to avoid loss of instructional classroom time and labor restrictions.

13. **“BUY AMERICAN” PROVISION:** As a participating sponsor in the USDA’s National School Lunch and Breakfast Programs, the School District of Lee County must adhere to the “Buy American” provision of the Child Nutrition Reauthorization Act. The provision requires School District’s to purchase, at the maximum extent practicable, domestic food products that are produced in the United States of America. The Legislature defines “Domestic commodity or products” as ones that are produced in the United Sates or processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially is defined as a minimum of 51% of the final processed food comes from American produced products.

EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

ELEMENTARY SCHOOLS

Allen Park Elementary School	3345 Canelo Drive, Fort Myers, FL 33901
Bayshore Elementary School	17050 Williams Road, North Fort Myers, FL 33917
Bonita Springs Elementary School	10701 Dean Street SE, Bonita Springs, FL 34135
Caloosa Elementary School	620 S. Del Prado Blvd., Cape Coral, FL 33990
Cape Elementary School	4519 Vincennes Blvd., Cape Coral, FL 33904
Colonial Elementary School	3800 Schoolhouse Road E., Fort Myers, FL 33916
Diplomat Elementary School	1115 NE 16th Terrace, Cape Coral, FL 33909
Dr. Carrie D. Robinson Littleton Eleme. School	700 Hutto Road, North Fort Myers, FL 33903
Edgewood Academy	3464 Edgewood Avenue, Fort Myers, FL 33916
Edison Park Creative and Expressive Arts School	2401 Euclid Avenue, Fort Myers, FL 33901
Fort Myers Beach Elementary School	2751 Oak Street, Fort Myers Beach, FL 33931
Franklin Park Elementary School	2323 Ford Street, Fort Myers, FL 33916
G. Weaver Higgs Elementary School	1200 Homestead Road N., Lehigh Acres, FL 33936
Gateway Elementary School	13280 Grin Drive, Fort Myers, FL 33913
Gulf Elementary School	3400 SW 17th Place, Cape Coral, FL 33914
Hancock Creek Elementary School	1601 Skyline Drive, North Fort Myers, FL 33903
Harns Marsh Elementary School	1800 Unice Avenue N., Lehigh Acres, FL 33971
Hector A. Cafferata, Jr. Elementary School	250 Santa Barbara Blvd. N., Cape Coral, FL 33993
Heights Elementary School	15200 Alexandria Court, Fort Myers, FL 33908
J. Colin English Elementary School	120 Pine Island Road, North Fort Myers, FL 33903
James Stephens Elementary School	1333 Marsh Avenue, Fort Myers, FL 33905
Lehigh Elementary School	200 Schoolside Drive, Lehigh Acres, FL 33936
Manatee Elementary School	5301 Tice Street, Fort Myers, FL 33905
Mirror Lakes Elementary School	525 Charwood Avenue S., Lehigh Acres, FL 33936
North Fort Myers Academy for the Arts	1856 Arts Way, North Fort Myers, FL 33917
Orange River Elementary School	4501 Underwood Drive, Fort Myers, FL 33905
Orangewood Elementary School	4001 DeLeon Street, Fort Myers, FL 33901
Patriot Elementary School	711 SW 18th Street, Cape Coral, FL 33991
Pelican Elementary School	3525 SW 3rd Avenue, Cape Coral, FL 33914
Pine Island Elementary School	5360 Ridgewood Drive, Bokeelia, FL 33922
Pinewoods Elementary School	11900 Stoneybrook Golf Drive, Estero, FL 33928
Ray V. Pottorf Elementary School	4600 Challenger Blvd., Fort Myers, FL 33912
Rayma C. Page Elementary School	17000 S. Tamiami Trail, Fort Myers, FL 33908
River Hall Elementary School	2800 River Hall Pkwy., Alva, FL 33920
San Carlos Park Elementary School	17282 Lee Road, Fort Myers, FL 33967
Skyline Elementary School	620 SW 19th Street, Cape Coral, FL 33991
Spring Creek Elementary School	25571 Elementary Way, Bonita Springs, FL 34135
Sunshine Elementary School	601 Sara Avenue, Lehigh Acres, FL 33971
Tanglewood Elementary School	1620 Manchester Blvd, Fort Myers, FL 33919
The Alva School	17500 Church Avenue, Alva, FL 33920
The Sanibel School	3840 Sanibel-Captiva Road, Sanibel, FL 33957
Three Oaks Elementary School	19600 Cypress View Drive, Fort Myers, FL 33967
Tice Elementary School	4524 Tice Street, Fort Myers, FL 33905
Tortuga Preserve Elementary School	1711 Gunnery Road N., Lehigh Acres, FL 33971

Trafalgar Elementary School	1850 SW 20th Avenue, Cape Coral, FL 33991
Treeline Elementary School	10900 Treeline Avenue, Fort Myers, FL 33913
Tropic Isles Elementary School	5145 Orange Grove Blvd., North Fort Myers, FL 33903
Veterans Park Academy for the Arts	49 Homestead Road S., Lehigh Acres, FL 33936
Villas Elementary School	8385 Beacon Blvd., Fort Myers, FL 33907

MIDDLE SCHOOLS

Bonita Springs Middle Center for the Arts	10141 W. Terry Street, Bonita Springs, FL 34135
Caloosa Middle School	610 S. Del Prado Blvd., Cape Coral, FL 33990
Challenger Middle School	624 Trafalgar Parkway, Cape Coral, FL 33991
Cypress Lake Middle School	8901 Cypress Lake Drive, Fort Myers, FL 33919
Diplomat Middle School	1039 NE 16th Terrace, Cape Coral, FL 33909
Fort Myers Middle Academy	3050 Central Avenue, Fort Myers, FL 33901
Gulf Middle School	1809 S.W. 36th Terrace, Cape Coral, FL 33914
Harns Marsh Middle School	1820 Unice Avenue North, Lehigh Acres, FL 33971
Lehigh Acres Middle School	651 Sunrise Blvd, Lehigh Acres, FL 33936
Lexington Middle School	16351 Summerlin Road, Fort Myers, FL 33908
Mariner Middle School	425 Chiquita Blvd., Cape Coral, FL 33993
North Fort Myers Academy for the Arts	1856 Arts Way, North Fort Myers, FL 33917
Oak Hammock Middle School	5321 Tice Street, Fort Myers, FL 33905
Paul Laurence Dunbar Middle School	4750 Winkler Avenue Extension, Fort Myers, FL 33966
The Alva School	17500 Church Avenue, Alva, FL 33920
The Sanibel School	3840 Sanibel-Captiva Road, Sanibel, FL 33957
Three Oaks Middle School	18500 Three Oaks Parkway Fort Myers, FL 33967
Trafalgar Middle School	2120 Trafalgar Parkway, Cape Coral, FL 33991
Varsity Lakes Middle School	801 Gunnery Road, Lehigh Acres, FL 33971
Veterans Park Academy for the Arts	49 Homestead Road S., Lehigh Acres, FL 33936

HIGH SCHOOLS

Bonita Springs High School	25592 Imperial Parkway, Bonita Springs, FL 34135
Cape Coral High School	2300 Santa Barbara Blvd., Cape Coral, FL 33991
Cypress Lake High School	6750 Panther Lane, Fort Myers, FL 33919
Dunbar High School	3800 E. Edison Avenue, Fort Myers, FL 33916
East Lee County High School	715 Thomas Sherwin Avenue., Lehigh Acres, FL 33974
Estero High School	21900 River Ranch Road, Estero, FL 33928
Fort Myers High School	2635 Cortez Blvd., Fort Myers, FL 33901
Gateway High School	13820 Griffin Drive, Fort Myers, FL 33913
Ida S. Baker High School	3500 Agualinda Blvd., Cape Coral, FL 33914
Island Coast High School	2125 De Navarra Pkwy, Cape Coral, FL 33909
Lehigh Senior High School	901 Gunnery Road, Lehigh Acres, FL 33971
Mariner High School	701 Chiquita Blvd., Cape Coral, FL 33993
North Fort Myers High School	5000 Orange Grove Blvd., North Fort Myers, FL 33903
Riverdale High School	2600 Buckingham Road, Fort Myers, FL 33905
South Fort Myers High School	14020 Plantation Road, Fort Myers, FL 33912

SPECIAL CENTERS

Adult and Career Education	2855 Colonial Blvd, Fort Myers FL 33966
Buckingham Exceptional Center	3291 Buckingham Road, Fort Myers FL 33905
Cape Coral Technical College	360 Santa Barbara Blvd. N., Cape Coral FL 33993
Dunbar Community School	1857 High Street, Fort Myers FL 33916
Early Childhood Learning Center	3650 Michigan Avenue, Suite 4, Fort Myers FL 33916
Fort Myers Technical College	3800 Michigan Avenue, Fort Myers FL 33916
Home School Education	2855 Colonial Blvd., Fort Myers FL 33966
Lee Adolescent Mothers Program (LAMP)	3650 Michigan Avenue, Suite 2, Fort Myers FL 33916
Lee Virtual Instruction Program	2855 Colonial Blvd., Fort Myers FL 33966
Royal Palm Exceptional Center	3050 Indian Street, Fort Myers FL 33916
Success Academy	3650 Michigan Avenue, Fort Myers FL 33916
S.W. Florida Public Service Academy	4312 Michigan Avenue, Fort Myers FL 33905

CHARTER SCHOOLS

Athenian Academy Charter School	18801 Oak Center Drive, Fort Myers, Florida 33967
Bonita Sprints Charter School	25380 Bernwood Drive, Bonita Springs, Florida 34135-7850
Cape Coral Charter School	76 Mid Cape Terrace, Cape Coral, Florida 33990-2008
City of Palms Charter High School	2830 Winkler Avenue, Suite 201, Fort Myers, Florida 33916-9301
Coronado High School	3057 Cleveland Avenue, Fort Myers, Florida 33901-9301
Donna J. Beasley Technical Academy	60 Bell Blvd N., Lehigh Acres, Florida 33936-6492
Florida Southwestern Collegiate High School	8099 College Parkway, Fort Myers, Florida 33919-5566
Gateway Charter Elementary School	12850 Commonwealth Drive, Fort Myers, Florida 33913-8039
Gateway Charter Intermediate School	12770 Gateway Boulevard, Fort Myers, Florida 33913-8654
Gateway Charter High School	12770 Gateway Boulevard, Fort Myers, Florida 33913-8654
Harlem Heights Community Charter School	15570 Hagie Drive, Fort Myers, Florida 33908-2890
Heritage Charter Academy of Cape Coral	2107 Santa Barbara Boulevard, Cape Coral, Florida 33991-4335
Island Park High School	16520 S. Tamiami Trail, Suite 190, Fort Myers, FL 33908-5349
North Nicholas High School	428 SW Pine Island Road, Cape Coral, Florida 33991-1916
Norther Palms Charter High School	13251 N. Cleveland Avenue, N, Fort Myers, Florida 33903-4816
Oak Creek Charter School of Bonita Springs	28011 Performance Lane, Bonita Springs, Florida 34135-6850
Oasis Charter Elementary School - North	2817 SW 3rd Lane, Cape Coral, Florida 33991-1151
Oasis Charter Elementary School - South	3415 Oasis Boulevard, Cape Coral, Florida 33914-4924
Oasis Charter Middle School	3507 Oasis Boulevard, Cape Coral, Florida 33914-4914
Oasis Charter High School	3519 Oasis Boulevard, Cape Coral, Florida 33914-4914
Palm Acres Charter High School	507 Sunshine Boulevard North, Lehigh Acres, Florida 33971
Six Mile Charter Academy	6851 Lancer Avenue, Fort Myers, Florida 33912-4334
The Island School	135 1st Street W., Boca Grande, Florida 33921-1090

ATTACHMENT A –REQUIRED SUBMITTAL CHECKLIST FORM
ITB No. B227419JA
Fresh Produce

DATE SUBMITTED: _____ BIDDERS NAME: _____

TO: The School Board of Lee County Fort Myers, Florida

I acknowledge receipt of the Bid Submittal Requirements (Section 146 of the ITB Specifications for **ITB No. B227419JA, Fresh Produce** as bound herein. I have read, understand, and agree to comply with all conditions as specified herein.

Having carefully examined the required documents, specification, plans and addenda as well as examined the existing site conditions, the undersigned proposes to furnish Services for **ITB No. B227419JA, Fresh Produce.**

3 Document Uploads to the [Bonfire Portal](#)

DOCUMENT 1

Submittal to include the following:

- A. Bidder's Information Sheet
- B. Copy of Florida State Business License or SunBiz Web page
- C. Recall Policy
- D. Market Cost Sheet
- E. Refrigerated Vehicle Equipment List

DOCUMENT 2

Fillable Forms to Include the following:

- Attachment (A) Required Submittal Checklist Form
- Attachment (B) Insurance Requirements Form
 - Certificate of Insurance naming School **Board** of Lee County as Certificate Holder
 - Screenshot of Insurers A.M. Best Rating Score of "A-, VII" or better
- Attachment (C) Addenda Acknowledgement Form
- Attachment (D) Debarment Form
- Attachment (E) Drug-Free Workplace Certification Form
- Attachment (F) Public Entity Crimes Form (notarized)
- Attachment (G) Scrutinized Company Certification Form
- Attachment (H) Emergency/Storm Related Catastrophe Agreement
- Attachment (I) Principal Place of Business Form
- Attachment (J) Reference Form
- Attachment (K) Certification Regarding Lobbying Form

DOCUMENT 3

- A. Bid Response Form

ATTACHMENT B – INSURANCE REQUIREMENTS FORM

**The School Board of Lee County Florida
Insurance Requirements**

INSURANCE TYPE	REQUIRED LIMITS	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000.00</u>	Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below: Professional Liability	<u>\$1,000,000.00</u>	

The School Board of Lee County Florida Insurance Requirements

(Continued)

X 6. Vendor shall insure that all Subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for all coverages except Workers’ Compensation and Professional Liability.

X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

X 9. **Thirty (30) Days Cancellation Notice is required.**

X 10. **The Certificate must state the ITB Number and Title.**

It is the responsibility of the awarded Vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.

BIDDER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The School Board of Lee County desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name

Proposer Title

Signature of Proposer

ATTACHMENT C - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each Proposer to ensure that all addenda released are received; that all ITB and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda.

Addendum #1 _____ Date Issued: _____
Signature

Addendum #2 _____ Date Issued: _____
Signature

Addendum #3 _____ Date Issued: _____
Signature

Addendum #4 _____ Date Issued: _____
Signature

Addendum #5 _____ Date Issued: _____
Signature

ATTACHMENT D – DEBARMENT FORM



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

AD-1048

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 C.F.R. §§ 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, 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(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, gender identity (including gender expression), sexual orientation, 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 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 shall 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 C.F.R. 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 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 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 System for Award Management (SAM) 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.

ATTACHMENT E - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statue 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _____

Date _____

ATTACHMENT F - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

Form PUR 7068 (Rev. 11/89)

ATTACHMENT G - SCRUTINIZED COMPANY CERTIFICATION FORM

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

1. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.

2. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran’s petroleum sector.

3. This Company is not engaged in business operations in Cuba or Syria.

Company Name: _____

Signature of Authorized Representative: _____

Date: _____

Name and Title: _____

ATTACHMENT H - EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any Vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Lee County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Lee County. Vendor agrees to rent/sell/lease all goods and services to the School District of Lee County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

**ATTACHMENT I – BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
AND OPINION OF OUT-OF-STATE BIDDERS’S ATTORNEY ON BIDDING PREFERENCES**

PART A. TO BE COMPLETED BY ALL BIDDERS – STATEMENT OF PRINCIPAL PLACE OF BUSINESS

Name of Firm/Individual Bidding: _____

Identify the State in which the Bidder has its principal place of business: _____

Identify the political subdivision in which Bidder has its principal place of business: _____

Signature of Legally Authorized Bidder’s Representative Date

Printed Name of Legally Authorized Bidder’s Representative

PART B. TO BE COMPLETED BY OUT-OF-STATE BIDDERS (Bidders with a principal place of business outside of Florida)

OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES
(Sections I and II must be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes provides that “a vendor whose principal place of business is outside this State must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

Section I. LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The bidder’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in the state: (Please describe applicable preference(s) and identify applicable state laws(s)): _____

Section II. LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The bidder’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The bidder’s principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state bidder’s attorney: _____

Printed name of out-of-state bidder’s attorney: _____

Address of out-of-state bidder’s attorney: _____

Telephone Number of out-of-state bidder’s attorney: (_____) _____ - _____ Date: _____

Email address of out-of-state bidder’s attorney: _____

Attorney’s state of bar admission: _____

ATTACHMENT J – REFERENCE FORM

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, including no more than one (1) reference from the School District of Lee County. The District will consider responses with fewer than three (3) references. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed. References will be checked at the District’s discretion.

- 1. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
ANNUAL EXPENDITURE: \$ _____
CONTRACT DURATION: From _____ To _____

- 2. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
ANNUAL EXPENDITURE: \$ _____
CONTRACT DURATION: From _____ To _____

- 3. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
ANNUAL EXPENDITURE: \$ _____
CONTRACT DURATION: From _____ To _____

ATTACHMENT K – CERTIFICATION REGARDING LOBBYING FORM

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

Date: _____

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

Date: _____

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: 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, <i>if applicable</i> : _____	
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 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 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.