



INVITATION TO NEGOTIATE

ITN No. N237435JA

Due 2:00 PM, EST on March 29, 2023

Food Supply and Distribution Service

Electronic Proposals for **Food Supply and Distribution Service**, 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://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>. Electronic Proposals must be submitted through the [Bonfire Portal](#) before **2:00 PM, EST on March 29, 2023**. It is the Proposer's responsibility to assure that the proposal 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 **Food Supply and Distribution Service** to The School Board of Lee County are hereby notified that electronic proposals for providing the required services must be submitted by **2:00 PM, EST on March 29, 2023**, at The School Board of Lee County, Procurement Services Department, Bonfire Platform.

An optional Pre-Submission conference will be held at **11:00 AM EST on March 14, 2023**, via live virtual video conference.

Join Zoom Meeting

<https://leeschools.zoom.us/j/83978992873?pwd=Wm4rZGJ6TityK0xZRkUxMXhkZVV0UT09>

Meeting ID: 839 7899 2873

Passcode: 706760

PROPOSER INFORMATION SHEET

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

Release: March 9, 2023

ITN No.: **N237435JA**

ITN Title: **Food Supply and Distribution Service**

Contact: Joni Al-Shabibi; JoniMA@leeschools.net

Invitation to Negotiate proposals 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 March 29, 2023** and plainly marked ITN No. **N237435JA, Food Supply and Distribution Service**. Proposals are due and will be opened at this time.

Proposer Business Name: _____

Proposer 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: _____

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

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

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

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” 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 ITN's |
| | <input type="checkbox"/> Other |

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GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Electronic Proposal Requirements:** The “Proposer Information Sheet”, page 2 of the ITN, must be completed, signed, and returned with each proposal. Proposers must submit one electronic proposal, electronically signed by a representative authorized to legally bind the Proposer to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) “District” shall mean The School Board of Lee County, Florida.
 - b) “Proposer” shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
 - c) “Vendor” shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer’s Responsibility:** **It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date.** Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals electronically submitted using the Bonfire Platform. Proposals having erasure or corrections must be initialed by the Proposer. All proposals must be signed by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in the Bonfire Platform.
5. **Special Conditions:** 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Vendor list. Proposers shall complete and submit with their Proposal 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 Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, 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 ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents and posted on the Bonfire Platform. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal 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 Proposal:** One proposal 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 ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN 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. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal 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 proposal processing time shall be 120 days after the opening date of

this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.

13. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, 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 Proposer agrees to these conditions by signing its proposal.
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 Proposer 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 proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Brands:** Proposers 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 Vendor 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 Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals 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 proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal 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. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals 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 proposals 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.), quality, and suitability for the intended purpose, including product life cycle costs, and any other determining factors.
 - a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.
 - b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
 - c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
 - d) After final evaluation, ranking, and/or negotiation of one or more proposals, 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.

- e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.

19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN 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 proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer 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 proposal 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 Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer 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 95,000 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 second 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 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. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. 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 ITN. 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 Vendor 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 Proposers.
27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
28. **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.
29. **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.
30. **Scrutinized Companies:** By submitting a proposal, Proposer 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 proposal 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.

31. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Vendor, the Superintendent or designee shall 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 Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
 - a) Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) 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
 - d) Vendor has been engaging in business operations in Cuba or Syria.
 - e) The District may at any time by written notice to the Vendor stop all or any part of the work for this ITN 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 ITN terms and conditions.

- f) Failure of the Vendor to provide products within the time specified in the ITN 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.
32. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
33. **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 proposal award, the awarded 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 the Attachment C (Insurance Requirements form) for the District's insurance requirements.
34. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal 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, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the 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.
35. **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.
36. **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 agrees 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 Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
37. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer 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.
38. **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 shall be United States District Court, Southwest District of Florida.
39. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal 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.
40. **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.
41. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer 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 Proposer's company, partnership or agency.
42. **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 proposal 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 proposal, 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 proposal if it is in its best interest to do so.

43. **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 proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
44. **Invoicing and Payment:** 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 FinanceInvoices@LeeSchools.net**
 - 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 legible and dated.
 - The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers 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.
45. **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.
46. **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.
47. **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.
48. **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.
 - Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor and 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.
 - 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) 461-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.**

49. **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 confidential with the exception of financial statements.
- a) Redacted Copies: If the Proposer 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 Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.
 - b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
 - c) Proposer 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, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer 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 Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.
50. **Access to Records:** The following access to records requirements apply to this contract:
- a) The Vendor agrees to provide any state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d) In compliance with the Disaster Recovery Act of 2018, the OWNER, and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
50. **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 proposal of the Vendor.
51. **ITN 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 ITN.
52. **State Purchasing Agreements:** Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
53. **E-Verify: State of Florida, Executive Order 11-116.** The employment of unauthorized aliens by any Vendor 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>.
54. **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.

55. **Vendor Process for Fingerprinting: Vendors who will never be present on a 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) and (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 Vendors, 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.

- 56. **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.
- 57. **Recovered Material (2 CFR §200.322):** **applies to all contracts greater than \$10,000.00.** 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 \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; 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.

58. **Federal Drug-Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
59. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): applies if contract is greater than or equal to \$100,000.00.** 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.
60. **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).
61. **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 District concurrently within 30 days of notice of the violation.
62. **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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
63. **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.

64. **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, 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.

65. **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 be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). 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, 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. **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 underworking 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.

67. **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.

68. **Buy American (7CFR PART 210.21(D)):**

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. 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 210.219d).

69. **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.

70. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity,

contractor, or any other party pertaining to any matter resulting from the contract.

71. **Fraud and False Related Acts:** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor actions pertaining to this contract.
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.
73. **Rights to Inventions Made Under a Contractor Agreement [Appendix II to 2 CFR 200]**- If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
74. **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.
75. **Retention Requirements for Records [2 CFR 200.318(i)]** - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

DETAILED SPECIFICATIONS

ITN No. N237435JA

Food Supply and Distribution Service

1. **Overview:** One electronic proposal for **Food Supply and Distribution Service**, must be received from eligible Proposers, submitted to the School Board’s Procurement Services Department, [Bonfire Portal](#) no later than **2:00 PM EST, on March 29, 2023**, to be considered. Proposers that do not comply with the School Board’s procedures or deadlines will not be considered. The School Board will retain all proposer information received. The Bonfire electronic platform will not allow submissions after the opening date and time, and therefore late proposals will not be accepted or considered for award.

The School District of Lee County, Florida, hereinafter the District, desires to establish a contract with a Group Purchasing Organization (“GPO”) to provide a distributor for the delivery of all types of food and food related products and supplies that meet the current USDA standards, to support meal service at 93 schools, including Meat, Dairy, WG Rich Bread and Grains, Produce, Snacks, Paper Goods, and Cleaning Supplies, for delivery on a regular basis and to secure firm fixed fees services for the contract period as specified herein for the District’s Food and Nutrition Services Department. Firm fixed fees for services include all other costs (excluding product costs) necessary to perform the requested services, including but not limited to, delivery to each school site and/or District designated warehouse, overhead, profit, fuel and insurance. Firm fixed fees for services **MUST** remain fixed until June 30, 2024, which is one year from award of the contract anticipated July 1, 2023. The District reserves the right to award on a multiple, lump sum, or individual item basis, to one or more vendors, or in any manner the District deems appropriate.

Group Purchasing Organizations, Buying Organizations, and Third-Party Vendors, collectively referred to as GPOs, often include Child Nutrition Program (CNP) and Non-Program Operators. GPOs could be private for-profit or nonprofit entities. A GPO is typically structured in a way that may include a membership fee paid by member users, who are then granted access to the GPO price list of products and services provided by their partnering distributor. Although participating in these types of agreements can offer greater economy and efficiency for procurement or use of common or shared goods or services (2 CFR 200.318(e)), the District participating in these agreements must still conduct competitive procurement in accordance with 2 CFR Part 200.318-.326 and applicable program regulations and guidance.

The School District of Lee County is the 32nd largest school district in the United States and the 8th largest in Florida with about 97,200 students in grades K-12. The District includes 45 elementary schools, 16 middle schools, 4 combined K-8 schools, 15 high schools, 13 special centers, 2 technical colleges, 1 public service academy, and 23 charter schools.

The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **Pre-submission Meeting:** An optional pre-submission meeting will be held on March 14, 2023 at **11:00 AM** via live virtual video conference.

Join Zoom Meeting

<https://leeschools.zoom.us/j/83978992873?pwd=Wm4rZGJ6TityK0xZRkUxMXhKZVVvUT09>

Meeting ID: 839 7899 2873

Passcode: 706760

All questions and answers at the meeting are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-submission meeting so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the ITN document. A formal response will be provided in the form of an addendum.

3. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate 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
JoniMA@leeschools.net

All questions must be received no later than **March 21, 2023 at 2:00 PM**. 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 official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the Procurement Department [Bonfire Portal](#). Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document, by addendum to this ITN, or by other contract documents approved and signed by the District, will be binding on the District.

4. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (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 Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.
5. **Orders and Payment:** All orders will be placed directly to the Vendor by the District and/or other authorized personnel via a blank purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Preferably, Vendors would presently have the ability to accept these credit cards for payment. The District reserves the right to revise this program at its sole discretion.
6. **Prohibition of Gratuities:** By submission of a proposal, a vendor certifies that no employee or Board member of the District has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this ITN 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. **Guarantee/Warranty:** 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 one week from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable products may result in immediate termination of this contract.
8. **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. A summary of Proposer's recall policy and procedure shall be submitted as Document 1, Proposal Item h. – Recalls.

9. Delivery Requirement: Prices proposed shall be inclusive of all costs including shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by Kitchen Managers, Warehouse Managers and/or designees. Proposer shall submit Document 1, Proposal Item g., i.-iv., their ability to deliver to one, or a combination of, the following:

- i. Delivery to all schools – see Exhibit 1, School District of Lee County Delivery Locations.
- ii. Delivery to some schools and one or more District designated warehouses.
- iii. Delivery to one or more District designated warehouses.
- iv. Any additional delivery options that would best benefit the District.

10. 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 ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

11. Substitutions/Additions: For the duration of the awarded contract, upon request of the District, products or services of a similar nature and cost may be substituted or added, when approved in writing by the authorized 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. 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.

14. Records Retention:

- a. The awarded 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 District 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 awarded vendor shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the District within 30 days of the Contract expiration or termination.
- c. The District 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 District 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 District, 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.

15. 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. Utilization of the services provided by Florida Gulf Coast University’s Small Business Development Center, as well as the Certified Vendor Directory from the State of Florida’s Office of Supplier Diversity.

16. Qualifications: Proposals will be considered only from Vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The distribution partner/distributor must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

17. Estimated Timeline

March 9, 2023	Release of ITN No. N237435JA
March 14, 2023	An optional Pre-Submission meeting is scheduled for 11:00 AM via live virtual video conference. Join Zoom Meeting https://leeschools.zoom.us/j/83978992873?pwd=Wm4rZGJ6TityK0xZRkUxMXhKZVVVoUT09 Meeting ID: 839 7899 2873 Passcode: 706760
March 21, 2023	Written questions due in the Department of Procurement Services by 2:00 PM, local time
March 29, 2023	Proposals due on or before 2:00 PM local time Department of Procurement Services Bonfire Portal
April 5, 2023	Evaluation Committee Meeting Review and Scoring of Written Proposals 10:00 AM local time 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
April 12, 2023	Optional interviews, schedule at the District’s discretion
May 23, 2023	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 Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

- 18. Proposal Submittal Requirements - Information to be Included in the Proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted electronically in the Procurement Department [Bonfire Portal](#). **Failure to comply with response submittal requirements may be grounds for response rejection.**

Proposer will upload a total of **5 DOCUMENTS** into the [Bonfire Portal](#):

DOCUMENT 1

PROPOSAL

- a. **Proposal Information Sheet:** The Proposer Information sheet is the second page of the ITN.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
 - ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
- d. **Corporate Overview:** Describe how and when the Proposer's firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, respond to each question using the numbered format below:
 - i. Date of business inception under current name: ____ / ____ / _____ (mm/dd/yyyy).
 - a. Submit with the proposal a copy of SunBiz webpage illustrating compliance with this criterion.
 - ii. Ownership (describe in detail).
 - iii. Explain any previous and/or anticipated changes to Proposer's organizational structure and/or distribution of ownership.
 - iv. Affiliated organizations/accreditations/partnerships.
 - v. Describe Proposer's business profile in the state of Florida.
 - vi. Describe Proposer's regulatory agency actions and litigation in the past 5 years, both as complainant and defendant.
 - vii. Describe the ethics standards in place at Proposer's firm and provide a copy of such.
- e. **Related Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN. Similar size shall be measured as a school district with an enrollment of more than 50,000 students.
- f. **Placement of Orders:** Proposer will describe Distributor's ordering process, to include:
 - i. A brief overview of system with link for District review.
 - ii. Timeline for order placement and changes.
 - iii. Process for District notification of shortages and substitutions; and efforts the awarded Vendor(s) will take to make the District whole when shortages and substitutions occur, including the communication plan.
 - iv. Emergency support to service the District for when internet access or the on-line direct order entry system is unavailable.
 - v. Any enhancements in the direct order entry system that may be beneficial to the District.
- g. **Delivery Process:** Proposer will describe how orders will be delivered using the below guidelines:
 - i. Delivery to all schools – See Exhibit 1, School District of Lee County Delivery Locations.
 - ii. Delivery to some schools and one or more District designated warehouses.
 - iii. Delivery to one or more District designated warehouses.
 - iv. Additional proposed delivery options.
- h. **Recall Policy:** Proposer will submit summary describing Distributor's process for handling product recalls based on Specifications Item 8.

- i. Proposer shall provide accurate and timely communication to the Food and Nutrition Services Department regarding any food recall.
- ii. Proposer shall ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
- iii. Proposer shall provide the process of reimbursement for any recalled products that are removed from District locations and timeline for issue of credit back to the District.
- i. **Special Orders:** Proposer will describe process for handling of proprietary or special-order products.
- j. **Market Changes:** Proposer will describe plan to communicate market changes to the District and how to best navigate the changes going forward.
- k. **Account Representation:**
 - i. **Key Personnel:** The District requires Proposers to identify an account manager, as well as any key personnel assigned to the District, who will support the Food and Nutrition Services Department in achieving their goals and delivering quality results. Resume(s) of key personnel shall be provided.

DOCUMENT 2

2.A. PROPOSAL RESPONSE FORM

Proposal Response Form - Pricing includes submittal of prices for products, fixed fees per case and rebates/incentives. Pricing shall be all inclusive and shall include all materials, and equipment required to perform the services according to the specification. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; delivery costs; labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed.

2.B. PRODUCT USAGE LIST FORM

Product Usage List Form (Excel Sheet) – A list of products ordered by the District from July 1, 2022 through December 31, 2022. Proposer to submit their price per case as well as any alternate/equal items.

DOCUMENT 3

FILLABLE FORMS

- a. **Required Submittal Checklist** – Proposer shall complete form to insure all required information is submitted.
- b. **Attachment A – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements.
 - i. Provide a current copy of the Certificate of Insurance naming the School **Board** of Lee County as an additional insured for all coverages except Workers Compensation and Professional 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 B – Addenda Acknowledgement Form:** Proposer 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 proposal to be considered.
- d. **Attachment C – USDA Debarment Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Debarment Form must be signed and returned.
- e. **Attachment D – Drug-Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Drug-Free Workplace Form must be signed and returned.
- f. **Attachment E – Public Entity Crimes Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Public Entity Crimes Form must be signed and **notarized**.
- g. **Attachment F – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Emergency/Storm Related Catastrophe Agreement Form must be signed and returned.

- h. **Attachment G – Scrutinized Company Certification Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Scrutinized Company Certification Form must be signed and returned.
- i. **Attachment H – Confidential, Proprietary or Trade Secret Acknowledgement Form:** Proposer shall complete form with all required signatures as specified. The enclosed Confidential, Proprietary or Trade Secret Acknowledgement Form must be signed and returned.
- j. **Attachment I: Certification Regarding Lobbying:** Proposer shall complete forms with all required information and signatures as specified. The Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms must be signed and returned.

DOCUMENT 4

REFERENCES

Reference Request Form: Three (3) references are required to be received by the District via email no later than the proposal due date, from Proposer’s clients. Proposer’s clients shall email the completed Reference Form to JoniMA@leeschools.net , and copy the Proposer. The references must be uploaded into the [Bonfire Portal](#) by the Proposer. Failure to provide references as stated herein, may result in proposal being deemed non-responsive.

ITN SELECTION CRITERIA

Evaluation of Proposals – Evaluation Criteria: Proposals shall be scored using a weighted scale of 0 to 10 (0 - Does Not Meet, 5 - Partially Meets, 8 – Meets, 10 – Exceeds). The scoring criteria is as following:

SCORING OF WRITTEN PROPOSALS

EVALUATION CRITERIA #1		WEIGHTED PERCENT
1	<p><u>PRICING</u> Proposal Response Form was submitted. Pricing includes fees, pricing mechanisms, pricing schedules and rebates/incentives. Pricing shall be all inclusive.</p>	20%
EVALUATION CRITERIA #2		
2	<p><u>PLACEMENT OF ORDERS:</u> Proposer described the Distributor’s ordering process, including:</p> <ul style="list-style-type: none"> i. A brief overview of the system with link for District to review site. ii. Timeline for order placement and changes iii. Process for District notification of shortages and substitutions; and efforts the awarded Vendor(s) will take to make the District whole when shortages and substitutions occur, including the communication plan. iv. Emergency support to service the District for when internet access or the on-line direct order entry system is unavailable. v. Any enhancements in the direct order entry system that may be beneficial to the District. 	20%
EVALUATION CRITERIA #3		
3	<p><u>DELIVERY PROCESS:</u> Proposer described the Distributor’s ability to deliver orders:</p> <ul style="list-style-type: none"> i. Delivery to all schools. ii. Delivery to some schools and one or more District designated warehouses. iii. Delivery to one or more District designated warehouses. iv. Additional proposed delivery options. 	15%
EVALUATION CRITERIA #4		
4	<p><u>RECALL POLICY:</u> Proposer submitted summary of Distributor’s recall policies and procedures. Distributor shall have a process in place to effectively respond to a food recall which should include the following objectives:</p> <ul style="list-style-type: none"> i. Proposer provided accurate and timely communication to the Food and Nutrition Services Department regarding any food recall. ii. Proposer ensured that unsafe products are removed from school sites in an expedient, effective and efficient manner. iii. Proposer provided process of reimbursement for any recalled products that are removed from District locations and timeline for issue of credit back to the District. 	10%
EVALUATION CRITERIA #5		
5	<p><u>CORPORATE OVERVIEW</u> Proposer described how and when their firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, responded to each question using the numbered format below:</p> <ul style="list-style-type: none"> i. Date of business inception under current name: ____ / ____ / ____ (mm/dd/yyyy). <ul style="list-style-type: none"> a. Submit with the proposal a copy of SunBiz webpage illustrating 	10%

	<p>compliance with this criterion.</p> <ul style="list-style-type: none"> ii. Ownership (describe in detail). iii. Explain any previous and/or anticipated changes to Proposer’s organizational structure and/or distribution of ownership. iv. Affiliated organizations/accreditations/partnerships. v. Describe Proposer’s business profile in the state of Florida. vi. Describe Proposer’s regulatory agency actions and litigation in the past 5 years, both as complainant and defendant. vii. Describe the ethics standards in place at Proposer’s firm and provide a copy of such. 	
EVALUATION CRITERIA #6		
6	<p>RELATED EXPERIENCE The Proposer described experience providing services similar in size, scope and complexity to those requested in the ITN. Similar size shall be measured as a school district with an enrollment of more than 50,000 students.</p>	5%
EVALUATION CRITERIA #7		
7	<p>SPECIAL ORDERS: Proposer submitted their process for handling of proprietary or special-order products.</p>	5%
EVALUATION CRITERIA #8		
8	<p>ACCOUNT REPRESENTATION: Key Personnel: The District requires Proposers to identify an account manager, as well as key personnel assigned to the District, who will support the Food and Nutrition Services Department in achieving the stated goals and delivering quality results. Resume(s) of key personnel shall be provided.</p>	5%
EVALUATION CRITERIA #9		
9	<p>MARKET CHANGES: Proposer submitted plan to communicate market changes to the District and how to best navigate the changes going forward.</p>	4%
EVALUATION CRITERIA #10		
10	<p>REFERENCES Reference #1 - Provided a description of the overall performance, knowledge and expertise in the Proposer’s ability to perform their contracted services.</p>	2%
	<p>Reference #2 - Provided a description of the overall performance, knowledge and expertise in the Proposer’s ability to perform their contracted services.</p>	2%
	<p>Reference #3 - Provided a description of the overall performance, knowledge and expertise in the Proposer’s ability to perform their contracted services.</p>	2%
TOTAL POSSIBLE POINTS		100%

The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the District, from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a “short list” in order to enter into final contract negotiations with none, one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

SCORING OF INTERVIEWS

EVALUATION CRITERIA #1		WEIGHTED PERCENTAGE
1	PRICING: Best and Final Offer.	40%
EVALUATION CRITERIA #2		
2	RELATED EXPERIENCE: The Proposer's described descriptions of at least three and no more than five, similar sized clients that have been serviced in the past five (5) years.	35%
EVALUATION CRITERIA #3		
3	General Presentation: The Proposer elaborated on their offerings as submitted in their proposals.	25%
TOTAL POSSIBLE POINTS		100%

NOTE: In the event of a tie, see section 39 of the General Terms and Conditions.

SCOPE OF WORK
ITN No. N237435JA
Food Supply and Distribution Service

1. Group Purchasing Organization (GPO) Shall Provide:

- a. Complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
- b. Separation of manufacturer from distributor agreements. The District reserves the right to select distribution provider.
- c. Ability to perform distributor contract price audits. Audits should check all pricing mechanisms, including firm priced and fixed fee items.
- d. All competitive bid documentation of bid pricing performed on behalf of the District must be available upon request.
- e. Support for advising and assisting the District in evaluating existing purchases and making recommendations for alternative products which meet the purpose, nutritional requirements, and quality objectives.
- f. Ability for the District to negotiate with the manufacturer/supplier community and implement direct supplier agreements for the benefit of the District.
- g. Provide market intelligence including market conditions, product recalls, product availability and other pertinent information for nutritional purchases.
- h. Purchasing services must meet or exceed all Federal, State, Local and District procurement guidelines, policies, regulations and law for all Child Nutrition Programs.
- i. The services provided shall be operated and maintained as a benefit to the District students, faculty and staff.
- j. The services provided shall be managed to promote maximum participation in the Child Nutrition Programs.
- k. The GPO shall be an independent contractor and not an employee of the District. The employees of the GPO shall be considered solely employees of the GPO and shall not be considered employees or agents of the District in any way.
- l. The GPO shall conduct the provided services to ensure compliance with the rules, policies and statutes of the Florida Department of Agriculture and Consumer Services (FDACS) and the USDA regarding Child Nutrition Programs.

2. The District's Food and Nutrition Services Responsibilities:

- a. The District shall provide oversight for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.
- b. The District shall ensure that the food service operation is in conformance with its Child Nutrition Programs Agreement and the Eligibility Manual for School Meals Determining and Verifying Eligibility.
- c. The District shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- d. The District shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and USDA.
- e. The District shall inform the GPO of any adjustments to menus/expected usage and monitor implementation of adjustments.
- f. The District reserves the right to maintain, add and/or remove products listed on the Products and Estimated Usage listing.
- g. The District shall be responsible for resolution of program reviews and audit findings.
- h. The District may add or remove sites and/or meal periods for existing programs at any time during the contract period and subsequent renewals unless the addition or removal creates a material or substantive contract change.

- i. The District shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.

3. Group Purchasing Organization (GPO) Responsibilities:

- a. Provide procurement services that meet all Federal and State guidelines for food and food related products listed in Products and Estimated Usage listing. Ability to integrate with the District's ordering method or if unavailable provide an acceptable electronic method of purchasing, keeping track of orders, rebates, deliveries, invoices, and quarterly reports.
- b. Provide methods of purchasing items which pricing may change daily or weekly. GPO must have the ability to adjust pricing of items properly procured, including fresh produce, milk, and other items that price will regularly fluctuate. GPO must have a mechanism in place for these items.
- c. Provide fee structure for services.
- d. Provide competitively bid contracts, pricing and information, catalogues, search information, technical information, and any contract extensions/renewals, etc.
- e. Provide designated account manager to assist the District as needed.
- f. Provide the capabilities to procure distribution of USDA commodity products if requested.
- g. Provide input and evaluation of food items, supplies and materials bid/proposal responses prior to award.
- h. Provide information of any nutritional facts, CN label or bid specification sheet as per request.
- i. Rebates, Discounts, and Credits: Any such rebates, discounts and credits must accrue to the benefit of the District. Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value, or other direct or indirect remuneration from manufactures/vendors or other persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the District's nonprofit food service account. In addition, GPO will refund District for any overpayment. All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the District's nonprofit food service account.

4. USDA Foods:

- a. Any USDA Foods received for use by the District shall be utilized within the specified Term of this Contract in the Food and Nutrition Services Department for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7C.F.R. Part 250.
- b. The Distributor that the GPO contracts with shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the food service operation subject to approval of the District.
- c. The Distributor that the GPO contracts with shall manage all USDA Foods to ensure the foods are utilized in the Food and Nutrition Services Department.
- d. The Distributor that the GPO contracts with shall utilize all USDA ground beef, ground pork, and processed end products received in the Food and Nutrition Services Department. Commercially-purchased foods shall not be substituted for these foods.
- e. The Distributor that the GPO contracts with shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by Food and Nutrition Services Department.
- f. The Distributor that the GPO contracts with shall credit the District monthly bill/invoice the current market value of all USDA foods received during each Contract Term as the foods are used in the District's Food and Nutrition Services Department. The Distributor that the GPO contracts with must credit the District for all USDA Foods received for use in the District's Food and Nutrition Services Department each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
- g. Credit issued by the Distributor, that the GPO contracts with to the District for USDA foods received during each Contract Term and used in the Food and Nutrition Services Department, shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.

Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the District's Food and Nutrition Services Department and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the FDACS.

- h. The current value of USDA Foods is based on the information listed on the District's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.
- i. The District shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).
- j. At the end of each contract term and upon expiration or termination of the contract, a reconciliation shall be conducted by the District to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Distributor that the GPO contracts with during each contract term for use in the Food and Nutrition Services Department.
- k. The District shall verify receipt of USDA Foods shipments through its electronic records or by contacting the FDACS or processor as applicable.
- l. The District reserves the right to conduct commodity credit audits throughout each contract term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.
- m. The Distributor that the GPO contracts with must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the District and shall credit the District either monthly or through a fiscal year-end reconciliation.
- n. The District and the Distributor shall consult and agree on end products to be produced from USDA Foods during each contract term. If the District and the Distributor cannot agree on end products, the Distributor shall utilize the USDA Foods in the form furnished by the USDA.
- o. If the Distributor acts as an intermediary between a processor and the District, the Distributor shall credit the District the current market value of the USDA Foods contained in the processed end products unless the processor is providing such credit to the District. Such credit shall be issued to the District on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- p. The GPO and the Distributor shall not enter into any processing agreements with a processor as required in subpart C of 7 C.F.R. Part 250. The GPO and the Distributor shall also not enter into any subcontracts for further processing of USDA Foods.
- q. The Distributor that the GPO contracts with shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The Distributor that the GPO contracts with must submit to the District monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- r. The District, the FDACS, the Auditor General, and the USDA, or their duly authorized representatives, may perform on-site reviews of the Distributor's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.
- s. The Distributor that the GPO contracts with shall return all unused USDA ground beef products, ground pork products, and processed end products to the District upon termination, expiration, or non-renewal of the Contract.
- t. At the discretion of the District, the Distributor that the GPO contracts with may be required to return other unused USDA Foods to the District upon termination, expiration, or non-renewal of the Contract.
- u. The District shall retain title to all USDA Foods provided to the Distributor that the GPO contracts with for use in the District food service.
- v. USDA donated foods or processed end products containing USDA donated foods shall not be used for catering or special functions conducted outside of the nonprofit school food service.

5. Fees:

- a. The GPO shall competitively bid all contracts with vendors and secure the best pricing. In the event pricing will need to increase, the GPO will review all requests for price escalation as outlined in paragraph (b) and determine if the price increase is acceptable before presenting these increases to the District.

- b. Requests for fee escalation must be in writing, submitted with a minimum of 30 days' notice, and include documentation of baseline cost and escalated cost. The GPO will review the appropriate data to determine if the increase is acceptable. Increases, if granted, shall be in increments of full cents per carton only and shall be based on the month *Producer Price Indexes* published by the Bureau of Statistics, U.S. Department of Labor (<http://data.bls.gov/cqi-bin/srgate>). Calculations shall be according to the U.S. Department of Labor, Bureau of Labor Statistics, Produce Price Increases, title *Escalation and Producer Price Indexes, A Guide for Contracting Parties*, using the latest available version of the Producer Price Index data published. If the Department of Labor should discontinue the above indexes, then an index will be selected that is mutually agreeable to both parties. If no agreement can be reached, then the contract will terminate at the end of its current term.

6. **Deliveries:**

- a. **Delivery Schedule:** Based on Distributor's ability to deliver to all or some schools, deliveries shall be made weekly. School deliveries are to be scheduled Tuesday through Thursday. School delivery window is 6:00 a.m. to 2:30 p.m., although some schools may be able to receive deliveries prior to 6:00 a.m. Distributor shall be provided the individual school manager start times to assist with route scheduling. Proposed delivery schedules are to be reviewed and agreed upon by the District. Warehouse deliveries are to be scheduled twice a week, with Saturday being one of the designated days.

If delivery is delayed, the Districts' Central FNS Office and school site must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Distributor may be expected to reimburse the District for any overtime pay incurred by District receiving personnel.

All 93 District Schools prefer to receive "key drop" deliveries in the early morning prior to staff arriving at the school. Delivery drivers will utilize District alarm codes and keys from a lock box provided by the Distributor. Products will be delivered into the designated areas.

The Distributor shall be provided with school calendars to plan around scheduled school closure dates. If a school holiday falls on a scheduled delivery day, the Distributor and Districts will agree upon an alternate delivery day.

Summer deliveries are required and may alter the typical delivery days and delivery window. Distributor shall be provided a list of summer delivery locations, dates, and times for Districts. In an emergency situation, the District may request early deliveries (i.e. first-off the truck) to get needed products into operation first thing in the morning; or extra deliveries if needed, in addition to the normal delivery schedule. These deliveries shall be coordinated with the Distributor. There shall be no additional charge for any extra deliveries or those made outside the normal delivery schedule.

Whenever a Distributor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Distributor's control, it shall be the Distributor's responsibility to promptly notify the District.

- b. **Delivery Procedure:** All the Distributor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the District or other officials at the discretion of the Districts. Products shall be maintained at proper temperatures, 41° F or lower for refrigerated products and 0° F for frozen products, throughout the supply chain when received by the Districts' ordering school or designated warehouse.

Deliveries must be made in dual or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. The Distributor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Distributor's name shall be

prominently displayed on delivery vehicles the Distributor utilizes to conduct business on the Districts' school campuses.

Drivers must deliver products into dry storage, freezer or cooler rooms as designated by the Food and Nutrition Services Manager or Warehouse Manager. Drivers are not to place products on shelves or remove containers from master cartons.

All shipments are subject to inspection and approval upon arrival at the Districts' ordering school or designated warehouse. The Districts reserve the right to refuse delivery of any product(s) which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.

At any time of delivery, a designated District employee will "check in the order" verifying the accuracy of the order and invoice, and the quantity of products received. Any deviations or problems noted at the time of delivery will be communicated to the Distributor's delivery personnel, who must have the ability to document the requested credit for items that must be returned, are damaged, improper, or missing at the time of delivery. If a product is unacceptable, a credit adjustment is to be made on the invoice at the time of delivery, or within 24 hours of discovery of concealed damage and/or quality.

- c. **Delivery Personnel:** All Distributor employees (i.e. service personnel, management representative, etc.), shall conduct business with District personnel in a competent, courteous, and professional manner. The Districts shall notify the Distributor of any chronic problems with delivery personnel. The Districts reserve the right to require a change in service or management representation if the conduct by the Distributor's personnel, in the opinion of the District is unprofessional.

All Distributor employees shall bear and be able to present proper identification upon request. The Distributor's delivery personnel shall be well groomed, and at all times, wearing a Distributor uniform that denotes the Distributor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the Districts.

The Distributor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

- d. The expectation is that the Distributor guarantees delivery on the days designated. If the Distributor fails to deliver an order, the District will be notified immediately in order to make corrective action, such as making a special delivery to the District, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Distributor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the Distributor be unable to resolve any delivery issues internally.

EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

ELEMENTARY SCHOOLS

Allen Park Elementary School	3345 Canelo Drive, Fort Myers, FL 33901
Amanecer Elementary School	641 Sunrise Blvd., Lehigh Acres, FL 33936
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 Hipps 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