



**INVITATION TO BID**  
 School District of Lee County  
 Department of Procurement Services  
 (239) 337-8180 Phone

Release Date: May 1, 2017  
 ITB No.: **B177304LN**  
 ITB Title: **Specialty Diet Foods**  
 Contact: Lorie Nein, LorieLN@leeschools.net  
 Phone: 239-337-8158

This bid must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, **no later than 2:00p.m. local time on Thursday, May 25, 2017** and plainly marked **ITB No. B177304LN**. Bids are due and will be opened at this time.

**REQUIRED SUBMITTAL CHECKLIST**

*For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business, and returned with the bid.*

- |  |  |
|--|--|
| <input type="checkbox"/> Bid Response Form (Attachment A) (paper, and electronic if required)        | <input type="checkbox"/> Public Entities Crime Form (Attachment G) must be notarized   |
| <input type="checkbox"/> Reference Form (Attachment B)   | <input type="checkbox"/> Statement of Principal Place of Business and Attorney Opinion for Out of State Bidders (Attachment H) |
| <input type="checkbox"/> Insurance Requirements Form and Certificate (Attachment C)                  | <input type="checkbox"/> Sealed Bid Label (Attachment I)   |
| <input type="checkbox"/> All addenda issued, if any, acknowledged (Attachment D) and included in bid | <input type="checkbox"/> One (1) manually signed bid and two (2) additional copies per the Detailed Specifications             |
| <input type="checkbox"/> Debarment Form (Attachment E)   | <input type="checkbox"/> Attachment A in a useable Microsoft Excel format on CD/DVD or flash drive                             |
| <input type="checkbox"/> Drug Free Workplace Certification Form (Attachment F)                       |  |

Vendor Business Name: \_\_\_\_\_  
 Vendor Taxpayer Identification Number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State & Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Name of Owner or Authorized Officer/Agent: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Internet URL: \_\_\_\_\_

Signature of Owner or Authorized Officer/Agent: \_\_\_\_\_  
*(Bid must be signed by an officer or employee having authority to legally bind the bidder)*

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

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

**NO RESPONSE** – I HEREBY SUBMIT THIS AS A “NO 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 checked="" type="checkbox"/> <del>Could not meet bonding requirements</del> | <input type="checkbox"/> We do not offer the product or service requested         |
| <input type="checkbox"/> Our schedule will not permit us to respond                | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive            | <input type="checkbox"/> Keep our company on the bid list for future bids         |
| <input type="checkbox"/> Could not meet specifications                             | <input type="checkbox"/> Other  |

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## GENERAL CONDITIONS

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

1. **Sealed Bid Requirements:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bidders must submit one original, manually signed bid, signed by a representative authorized to legally bind the Bidder to the provisions herein; additional copies as required in the detailed specifications; one electronic version on CD/DVD or flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidders must use the form(s) furnished by The District. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Invitation to Bid (ITB), the following words and phrases shall have these meaning:
  - a) "District" shall mean The School District of Lee County, Florida.
  - b) "Bidder" shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
3. "Vendor" shall mean the successful bidder(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
4. **Bidder's Responsibility:** It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. Bidders are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
5. **Bid Submittal:** All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be signed in ink by an officer or employee having authority to legally bind the Bidder. All bid pricing shall be on Attachment A Bid Response Form and signed by an authorized officer of the company. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed bid must be submitted in a sealed envelope.
6. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
7. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidders shall complete and submit with their bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
8. **Specification Variances:** For purpose of evaluation, the Bidder must indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
9. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITB due date unless otherwise stated in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Bidders are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
10. **Delivery of Bid:** One bid clearly marked "Original", copies as required herein, and an electronic version on CD/DVD or flash drive identical to the original in PDF must arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITB. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
  - a) If a bid is delivered in person, Bidder must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present bid to Procurement Department representative for official date/time stamping.
  - b) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITB.
11. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
12. **Bids Received Late:** It is the Bidder's responsibility to assure that the bid is received by the Department of Procurement Services prior to the opening date and time specified. Any bid received after the opening date and time shall not be considered for award. The District will not be responsible for bids received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
13. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of items awarded.
14. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications the award resulting from this bid shall be in effect for one (1) year commencing upon Board approval or until new bids are taken and awarded. The award resulting from this bid (or any portion thereof) may be renewed for two (2) additional one (1) year periods, or extended for a period up to 180 days beyond the term, including the final term, upon mutual agreement of both parties, under

the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Bidder agrees to these conditions by signing its bid.

15. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, vendors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
  - (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a vendor will result in rejections/disqualification of said response.
  - (b) Violation of the provision regarding lobbying may also result in debarment of the vendor as provided in Policy 6.071.
16. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
17. **Brands:** Bidders shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Bidder catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Vendor, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Vendor shall be obligated to furnish the item(s) specified by The District.
18. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Vendor. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District
19. **Bid Evaluation and Award:** Bids shall be reviewed in accordance with the ITB specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all bids in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new bids, and/or consider alternate bids which meet the general specifications set forth. Bids which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award bids on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.), quality, and suitability for the intended purpose and any other determining factors.
  - a) A tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website <http://www.leeschools.net/procurement>.
  - b) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises final award of a contract.
20. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidders, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Bidders who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
21. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Bidder and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
22. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Bidders.
23. **Performance Bonds:** When required and after acceptance of a bid, the District will notify the successful Bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
24. **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 School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Estero, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 90,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.
25. **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.
26. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or be unacceptable in quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. If requested by the District, the Vendor will also provide documentation as to the unavailability of the original awarded product to the District. A substitute will only be considered if the District has a continued need for the product within the contract time frame. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.
27. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.
- 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. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) 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 subcontractor 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:
1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
  2. 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.
  3. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
  4. 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.
  5. 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.**

28. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors 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.
29. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
30. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Vendor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, pursuant to the School Board Policy 6.071. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
- 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.
31. **Default:** In the event that the awarded Vendor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
32. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Attachment C, Insurance Requirements form for District insurance requirements.
33. **Indemnity:** This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to assume liability in the amounts and for the cause established in Section 768.28, (F.S.) for only injuries or damage caused by the

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

34. **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.
35. **Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful Bidder 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 Bidder.
36. **Drug Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
37. **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.
38. **Confidentiality:** Bidders shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of financial statements.
39. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this bid if it is in its best interest to do so.
40. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium; other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this bid, if mutually agreed upon between the successful Bidder(s) and a governmental entity that is a member of either of the two above referenced Consortia, a

submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other participating members of the above referenced Consortium entity.

41. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Vendor will provide **two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.**
  - a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
  - b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
  - c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
  - d) All invoices are to clearly show the District's name and delivery location. Such as "Allen Park Elementary School Cafeteria."
42. **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.
43. **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.
44. **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.
45. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
  - a) Keep and maintain public records required by the District to perform the service.
  - b) 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.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
  - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
46. **State Purchasing Agreements:** Prior to the release of this ITB, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements](http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements)
47. **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.
48. **Vendor Process for Fingerprinting:** 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: (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: <http://www.leeschools.net/vendor-fingerprinting-faq>.
- Vendors who will never be present on a school district campus are not required to be fingerprinted.** Effective May 12, 2014, fingerprinting services for Vendors with the School District of Lee County 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>.
- THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.**



**DETAILED SPECIFICATIONS**

**Specialty Diet Foods**

**ITB No. B177304LN**

1. **SCOPE:** The purpose and intent of this invitation to bid is to secure firm prices for Specialty Diet Foods as described in Attachment A. Nutritional labels for each proposed product must be submitted. The District reserves the right to award a contract to one or more Bidders.
2. **DELIVERY REQUIREMENTS:** Prices bid 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 building supervisors and/or designees to the following location.

**District Warehouse Operations  
3308 Canal Street  
Fort Myers, FL 33916-6594**

3. **DELIVERIES SHALL BE RECEIVED:** Monday through Friday between the hours of 7:00 am and 2:30 pm exclusive of holidays observed by the District. Please call in advance for very large deliveries.
4. **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 bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
5. **BID SAMPLES:** When a product is designated as “OR APPROVED EQUAL” a sample of the alternate product along with nutritional data must be received by the Food and Nutrition Services (FNS) no later than the bid due date and time. The District shall evaluate samples and at the District’s sole discretion, samples may be approved or rejected. The District shall not buy samples and shall assume no cost.
6. **CONTRACT TERM:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new bids are taken and awarded. This bid (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, 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.
7. **ESTIMATED DOLLAR VALUE:** The estimated expenditure for this bid is \$100,000. No guarantee of the dollar amount of this bid is implied or given. This is an as needed basis contract.
8. **SUBSTITUTIONS/ADDITIONS:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing in advance by the District.
9. **ORDERS:** All orders will be placed directly to the Vendor by the District’s Food and Nutrition Services Department via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders.
10. **GUARANTEE/WARRANTY:** All bidders must state guarantee/warranty policy on items purchased under this contract. Although specific requirements are not made a part of these specifications, evaluation and award of this bid will consider price in addition to guarantee/warranty policy. 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 48 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product will result in immediate termination of this contract. Bidders shall submit their guarantee/warranty policy with their bid.

**11. QUESTIONS ABOUT THE BID:** Any questions concerning the Invitation to Bid shall be directed in writing to:

The School District of Lee County  
Department of Procurement Services  
Lorie Nein, Procurement Agent  
2855 Colonial Blvd., Fort Myers, FL 33966  
Via fax at (239) 337-8200 or  
E-mail LorieLN@leeschools.net

All questions must be received no later than **May 9, 2017**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of an addendum and placed on The District's website <http://www.leeschools.net/procurement>. Bidder shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

**12. ESTIMATED TIMELINE:**

May 1, 2017	Release of ITB No. B177304LN
May 9, 2017	Written questions due in the Department of Procurement Services by 2:00 PM, local time.
May 25, 2017	Bids due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
June 2017	School Board Action

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

**13. BID SUBMITTAL: Information to be Included in the Bid:** The following forms shall be accurately completed, signed by an officer of the business and included as part of the bid. **Failure to comply with bid submittal requirements may be grounds for bid rejection.**

- 13.1. Required Submittal Checklist:** Bidder shall complete and submit the following:
- i. Invitation to Bid coversheet, page 1 of the ITB, with all required information completed. Any modifications or alterations to this form shall not be accepted and may cause bid to be rejected.
  - ii. One (1) original manually signed and two (2) copies of the complete bid submittal (blue ink preferred on original).
  - iii. One (1) electronic PDF copy of the complete bid submittal on CD/DVD or flash drive.
  - iv. Attachment A in a usable Microsoft Excel format on CD/DVD or flash drive (a single CD/DVD or flash drive is desired for items iii and iv).
- 13.2. Attachment A – Bid Response Form:** Bid Response Form accurately completed, each response verified, and bid signed. In addition, **an electronic copy, on flash drive, CD or DVD, of the completed Attachment A in Excel Format shall be submitted with the proposal.** (e.g. with no locked cells; Adobe PDF is not acceptable). **Failure to comply with proposal submittal requirements may be grounds for proposal rejection.**

- 13.3. Attachment B – Reference Form:** Bidder shall provide three (3) references of similar size and scope to this solicitation. (performed within the last five (5) years.)
- 13.4. Attachment C – Insurance Requirements Form:** Bidder shall respond to the District insurance requirements. The School Board of Lee County shall be listed as an additional insured on the certificate of coverage for both the commercial general liability and the business auto liability policies.
- 13.5. Attachment D – Addenda Acknowledgement Form:** Bidder shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the bid to be considered.
- 13.6. Attachment E – Debarment Form:** Bidder shall submit a certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- 13.7. Attachment F – Drug Free Workplace Certification:** Bidder shall complete form with all required information and all signatures as specified.
- 13.8. Attachment G – Public Entity Crimes Form:** Bidder shall submit a sworn statement as required under section 287.133(3), (a), Florida Statutes, Public Entity Crimes. **Form shall be signed and notarized.**
- 13.9. Attachment H – Bidder’s Statement of Principal Place of Business and Opinion of Out-Of-State Bidder’s Attorney on Bidding Preferences:** All Bidders shall complete Part A of the Principal Place of Business form. All out-of-state Bidders (Bidders with a principal place of business outside the State of Florida) shall have Part B of the form completed by an attorney representing the Bidder. Forms with incomplete information shall cause the bid to be deemed non-responsive. The District may accept a copy of a previously completed form that was submitted as part of a District or other Florida school district bid, if the form was submitted to the District or another Florida school District within one (1) year of the due date of the current bid, at the District’s sole discretion.
- 13.10. Attachment I – Sealed Bid Label:** Bidder shall complete a sealed bid label and adhere it to the sealed bid.

**EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS**

Adult and Career Education 2855 Colonial Blvd Fort Myers, FL 33966	Allen Park Elementary 3345 Canelo Drive Fort Myers, FL 33901	Bayshore Elementary 17050 Williams Road North Fort Myers, FL 33917
Bonita Springs Elementary 10701 Dean Street S. E. Bonita Springs, FL 34135	Bonita Springs Middle Center for the Arts 10141 West Terry Street Bonita Springs, FL 34135	Buckingham Exceptional Center 3291 Buckingham Road Fort Myers, FL 33905
Caloosa Elementary 620 South Del Prado Blvd Cape Coral, FL 33990	Caloosa Middle 610 South Del Prado Blvd Cape Coral, FL 33990	Cape Coral High 2300 Santa Barbara Blvd Cape Coral, FL 33991
Cape Coral Technical College 360 Santa Barbara Blvd. Cape Coral, FL 33993	Cape Elementary 4519 Vincennes Blvd Cape Coral, FL 33904	Challenger Middle 624 Trafalgar Parkway Cape Coral, FL 33991
Colonial Elementary 3800 Schoolhouse Road East Fort Myers, FL 33916	Cypress Lake High 6750 Panther Lane Fort Myers, FL 33919	Cypress Lake Middle 8901 Cypress Lake Drive Fort Myers, FL 33919
Diplomat Elementary 1115 N.E. 16th Terrace Cape Coral, FL 33909	Diplomat Middle 1039 N.E. 16th Terrace Cape Coral, FL 33909	Dr. Carrie D. Robinson Littleton Elementary 700 Hutto Road N. Fort Myers, FL 33903
Dunbar Community School 1857 High Street Fort Myers, FL 33916	Dunbar High 3800 E. Edison Avenue Fort Myers, FL 33916	Early Childhood Learning Services 3650 Michigan Ave., Suite 4 Fort Myers, FL 33916
East Lee County High 715 Thomas Sherwin Avenue Lehigh Acres, FL 33974	Edgewood Elementary 3464 Edgewood Avenue Fort Myers, FL 33916	Edison Park Creative and Expressive Arts School 2401 Euclid Avenue Fort Myers, FL 33901
Estero High 21900 River Ranch Road Estero, FL 33928	Fort Myers Beach Elementary 2751 Oak Street Fort Myers Beach, FL 33931	Fort Myers High 2635 Cortez Blvd. Fort Myers, FL 33901
Fort Myers Technical College 3800 Michigan Avenue Fort Myers, FL 33916	Fort Myers Middle Academy 3050 Central Avenue Fort Myers, FL 33901	Franklin Park Elementary 2323 Ford Street Fort Myers, FL 33916
G. Weaver Higgs Elementary 1200 Homestead Rd. N. Lehigh Acres, FL 33936	Gateway Elementary 13280 Griffin Drive Fort Myers, FL 33913	Gulf Elementary 3400 S.W. 17th Place Cape Coral, FL 33914
Gulf Middle 1809 S.W. 36th Terrace Cape Coral, FL 33614	Hancock Creek Elementary 1601 Skyline Drive N. Fort Myers, FL 33903	Harns Marsh Elementary 1800 Unice Avenue N. Lehigh Acres, FL 33971
Harns Marsh Middle 1820 Unice Avenue N. Lehigh Acres, FL 33971	Hector A. Cafferata, Jr. Elem. 250 Santa Barbara Blvd. Cape Coral, FL 33993	Heights Elementary 15200 Alexandria Court Fort Myers, FL 33908
Ida S. Baker High 3500 Agualinda Blvd Cape Coral, FL 33914	Island Coast High 2125 De Navarra Pkwy Cape Coral, FL 33909	J. Colin English Elementary 120 Pine Island Road North Fort Myers, FL 33903
Lehigh Senior High 901 Gunnery Road Lehigh Acres, FL 33971	Lexington Middle 16351 Summerlin Road Fort Myers, FL 33908	Manatee Elementary 5301 Tice Street Fort Myers, FL 33905
Mariner High 701 Chiquita Blvd Cape Coral, FL 33993	Mariner Middle 425 Chiquita Blvd Cape Coral, FL 33993	Mirror Lakes Elementary 525 Charwood Avenue S. Lehigh Acres, FL 33936
North Fort Myers Acad. for the Arts 1856 Arts Way N. Ft. Myers, FL 33917	North Fort Myers High 5000 Orange Grove Road N. Ft. Myers, FL 33903	Oak Hammock Middle 5321 Tice Street Fort Myers, FL 33905

Orange River Elementary 4501 Underwood Drive Fort Myers, FL 33905	Orangewood Elementary 4001 De Leon Street Fort Myers, FL 33901	Patriot Elementary 711 S.W. 18th Street Cape Coral, FL 33991
Paul Laurence Dunbar Middle 4750 Winkler Ave. Ext. Fort Myers, FL 33966	Pelican Elementary 3525 S.W. 3 <sup>rd</sup> Ave. Cape Coral, FL 33914	Pine Island Elementary 5360 Ridgewood Drive Bokeelia, FL 33922
Pinewoods Elementary 11900 Stoneybrook Golf Drive Estero, FL 33928	Ray V. Pottorf Elementary 4600 Challenger Blvd Fort Myers, FL 33912	Rayma C. Page Elementary 17000 S. Tamiami Trail Fort Myers, FL 33908
Riverdale High 2600 Buckingham Road Fort Myers, FL 33905	River Hall Elementary 2800 River Hall Parkway Alva, FL 33920	Royal Palm Exceptional Center 3050 Indian Street Fort Myers, FL 33916
San Carlos Park Elementary 17282 Lee Road Fort Myers, 33967	Skyline Elementary 620 S.W. 19th Street Cape Coral, FL 33991	South Fort Myers High 14020 Plantation Road Fort Myers, FL 33912
Spring Creek Elementary 25571 Elementary Way Bonita Springs, FL 34135	Sunshine Elementary 601 Sara Avenue Lehigh Acres, FL 33971	Support Services Annex 3308 Canal Street Fort Myers, FL 33916
Tanglewood Elementary 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 19600 Cypress View Drive Fort Myers, FL 33967	Three Oaks Middle 18500 Three Oaks Pkwy. Fort Myers, FL 33912	Tice Elementary 4524 Tice Street Fort Myers, FL 33905
Tortuga Preserve Elementary 1711 Gunnery Road N. Lehigh Acres, FL 33971	Trafalgar Elementary 1850 S.W. 20th Avenue Cape Coral, FL 33991	Trafalgar Middle 2120 Trafalgar Pkwy Cape Coral, FL 33991
Treeline Elementary 10900 Treeline Avenue Fort Myers, FL 33913	Tropic Isles Elementary 5145 Orange Grove Blvd. North Fort Myers, FL 33903	Varsity Lakes Middle 801 Gunnery Road Lehigh Acres, FL 33971
Veterans Park Academy for the Arts 49 Homestead Road S. Lehigh Acres, FL 33936	Villas Elementary 8385 Beacon Blvd. Fort Myers, FL 33907	Lee County Public Education Center 2855 Colonial Blvd. Fort Myers, FL 33966
District Warehouse Operations 3308 Canal Street Fort Myers, FL 33916-6594	Vince Smith Center 2450 Prince Street Fort Myers, FL 33916	Lee Adolescent Mothers Program (LAMP) 3650 Michigan Ave. Suite 2 Fort Myers, FL 33916
Student Assignment Lehigh Acres Office 1262 Wings Way Suite 207 Lehigh Acres, FL 33936	SW Florida Public Service Academy 4312 Michigan Avenue Fort Myers, FL 33905	Transportation Central 3234 Canal Street Fort Myers, FL 33916
Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912
Transportation West 450 N.W. 14th Avenue Cape Coral, FL 33909	PACE Center for Girls of Lee County 3800 Evans Avenue Fort Myers, FL 33901	AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931
SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906	Success Academy 3650 Michigan Avenue Fort Myers, FL 33916	Bonita Springs High School 25592 Imperial Parkway Bonita Springs, FL 34135

**Lee County Charter Schools: Updated October 2016**

Acceleration Middle School 3365 Seminole Avenue Fort Myers, FL 33916-1429	Bonita Springs Charter School 25380 Bernwood Drive Bonita Springs, FL 34135	Cape Coral Charter School 76 Mid Cape Terrace Cape Coral, FL 33990
Edison Collegiate High School 8099 College Parkway Fort Myers, FL 33919	Christa McAuliffe Charter Elementary 2817 SW 3rd Lane Cape Coral, FL 33991	City of Palms Charter High 2830 Winkler Avenue, Ste. 201 Fort Myers, FL 33916
Coronado High School 3057 Cleveland Avenue Fort Myers, FL 33901	Donna J. Beasley Technical Academy 13830 Jetport Commerce Parkway, Suite No. 6 Fort Myers, FL 33913-7726	Florida SouthWestern Collegiate High School-Lee 8099 College Parkway Fort Myers, FL 33919-5566
Gateway Charter Elementary 12850 Commonwealth Drive Fort Myers, FL 33913	Gateway Charter Intermediate 12770 Gateway Boulevard Fort Myers, FL 33913-8654	Gateway Charter High 12770 Gateway Blvd Fort Myers, FL 33913
Goodwill LIFE Academy 5100 Tice Street, Suite D Fort Myers, FL 33905-5203	Harlem Heights Community Charter 15570 Hagie Drive Fort Myers, FL 33908	Island Park High School 16520 S. Tamiami Trail, Suite 190Fort Myers, FL 33908-5349
The Island School P.O. Box 1090 135 1st Street W. Boca Grande, FL 33921-1090	North Nicholas High School 428 SW Pine Island Road Cape Coral, FL 33991-1916	Northern Palms Charter High 13251 North Cleveland Avenue North Fort Myers, FL 33903
Oak Creek Charter School of Bonita Springs 28011 Performance Lane Bonita Springs, FL 34135	Oasis Charter Elementary 3415 Oasis Blvd, Cape Coral, FL 33914	Oasis Charter Middle School 3507 Oasis Blvd. Cape Coral, FL 33914
Oasis Charter High School 3519 Oasis Blvd. Cape Coral, FL 33914	Palm Acres Charter High School 507 Sunshine Boulevard North Lehigh Acres, FL 33971	Pivot Charter School 2675 Winkler Ave. Extension Suite 200 Fort Myers, FL 33901
Six Mile Charter Academy 6851 Lancer Avenue Fort Myers, FL 33912	Unity Charter School of Cape Coral 2107 Santa Barbara Boulevard Cape Coral, FL 33991	Unity Charter School of Fort Myers 4740 South Cleveland Avenue Fort Myers, FL 33907-1311

**ATTACHMENT A – BID RESPONSE FORM**

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
DEPARTMENT OF PROCURMENT SERVICES  
ITB No. B177304LN  
SPECIALTY DIET FOODS**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the bid specifications:

<b>THE SCHOOL DISTRICT OF LEE COUNTY DEPARTMENT OF PROCUREMENT SERVICES 2855 COLONIAL BLVD. FORT MYERS, FLORIDA 33966</b>							
<b><u>SPECIALTY DIET FOODS</u></b>		<b>Phone:</b>					
<b>B177304LN</b>		<b>Fax:</b>					
<b>DUE DATE: THURSDAY, MAY 25, 2017</b>		<b>Email:</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PRODUCT (BRAND) NAME</b>	<b>CASE SIZE</b>	<b>UNIT SIZE (COUNT &amp; WEIGHT)</b>	<b>UNIT COST</b>	<b>NUTRITIONAL LABELS INCLUDED</b>	<b>SAMPLES</b>
<b>1.</b>	Gluten Free Sliced White Sandwich Bread					Yes__ No__	Yes__ No__
<b>2.</b>	Gluten Free Hamburger Buns					Yes__ No__	Yes__ No__
<b>3.</b>	Gluten Free Hot Dog Buns					Yes__ No__	Yes__ No__
<b>4.</b>	Gluten Free Tortillas or Wraps					Yes__ No__	Yes__ No__
<b>5.</b>	Gluten Free/Dairy Free Sliced Cheese, Rice Cheese					Yes__ No__	Yes__ No__
<b>6.</b>	Gluten Free/Dairy Free Shredded Cheese, Variety of Flavors					Yes__ No__	Yes__ No__
<b>7.</b>	Gluten Free Breakfast Cereal, Variety of Flavors					Yes__ No__	Yes__ No__
<b>8.</b>	Gluten Free English Muffins, Variety of Flavors					Yes__ No__	Yes__ No__
<b>9.</b>	Gluten Free Muffins, Variety of Flavors					Yes__ No__	Yes__ No__



<b>10.</b>	Gluten Free Crackers, Variety of Flavors					Yes__ No__	Yes__ No__
<b>11.</b>	Gluten Free Graham Crackers, Variety of Flavors					Yes__ No__	Yes__ No__
<b>12.</b>	Gluten Free Cookies, Variety of Flavors					Yes__ No__	Yes__ No__
<b>13.</b>	Gluten Free Pasta, White Rice, Spaghetti or Approved Equal					Yes__ No__	Yes__ No__
<b>14.</b>	Gluten Free Pasta, Brown Rice, Elbow Macaroni or Approved Equal					Yes__ No__	Yes__ No__
<b>15.</b>	Gluten Free Waffles, Variety of Flavors or Approved Equal					Yes__ No__	Yes__ No__
<b>16.</b>	Rice Milk, Original, 32 oz. or Approved Equal					Yes__ No__	Yes__ No__
<b>17.</b>	Rice Milk, Vanilla, 32 oz. or Approved Equal					Yes__ No__	Yes__ No__
<b>18.</b>	Gluten Free Breakfast Bars, Variety of Flavors, No Peanut Butter, We are a Peanut Free District or Approved Equal					Yes__ No__	Yes__ No__
<b>19.</b>	Gluten Free Pizza Crust, Personal Size or Approved Equal					Yes__ No__	Yes__ No__
<b>20.</b>	Gluten Free/Dairy Free Pizza or Approved Equal					Yes__ No__	Yes__ No__
<b>21.</b>	Gluten Free Salad Dressing, Variety of Flavors or Approved Equal					Yes__ No__	Yes__ No__
<b>22.</b>	Gluten Free/Dairy Free Salad Dressing, Variety of Flavors or Approved Equal					Yes__ No__	Yes__ No__
<b>23.</b>	Goat's Milk					Yes__ No__	Yes__ No__
<b>24.</b>	Gluten Free/Dairy Free Macaroni & Cheese or Approved Equal					Yes__ No__	Yes__ No__
<b>25.</b>	Gluten and Yeast Free Bread or Approved Equal					Yes__ No__	Yes__ No__
<b>26.</b>	Almond Milk, Original					Yes__ No__	Yes__ No__
<b>a.</b>	Shelf Stable					Yes__ No__	Yes__ No__
<b>b.</b>	Refrigerated					Yes__ No__	Yes__ No__
<b>27.</b>	Coconut Milk					Yes__ No__	Yes__ No__
<b>a.</b>	Shelf Stable					Yes__ No__	Yes__ No__
<b>b.</b>	Refrigerated					Yes__ No__	Yes__ No__

<b>28.</b>	Gluten Free Chicken Nuggets or Approved Equal					Yes__ No__	Yes__ No__
<b>29.</b>	Gluten Free Chicken Tenders or Approved Equal					Yes__ No__	Yes__ No__
<b>30.</b>	Skim Plus 100% Lactose Free Skim Plus(Fat Free Milk) or Approved Equal					Yes__ No__	Yes__ No__
<b>31.</b>	Dairy Free Yogurt, Variety if Flavors					Yes__ No__	Yes__ No__
<b>32.</b>	Other foods offered by the Vendor (Gluten Free, Soy Free, Dairy Free or Egg Free Items)						
<b>a.</b>						Yes__ No__	Yes__ No__
<b>b.</b>						Yes__ No__	Yes__ No__
<b>c.</b>						Yes__ No__	Yes__ No__
<b>d.</b>						Yes__ No__	Yes__ No__
<b>e.</b>						Yes__ No__	Yes__ No__
		DISCOUNT		MARKUP			
	Percentage discount or markup of future foods offered.	____%		____%			

Printed Name: \_\_\_\_\_  
Officer or Employee Authorized to Legally Bind the Bidder

Signature: \_\_\_\_\_  
Officer or Employee Authorized to Legally Bind the Bidder

**ATTACHMENT B – REFERENCE FORM**

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, **exclusive of the District**. The District will consider responses with fewer than three (3) references, exclusive of the District. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed. References will be checked at the Districts discretion.

- 1. PROJECT NAME/DESCRIPTION: \_\_\_\_\_  
CLIENT ORGANIZATION: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
PROJECT SIZE: \$ \_\_\_\_\_  
PROJECT DURATION: From \_\_\_\_\_ To \_\_\_\_\_
  
- 2. PROJECT NAME/DESCRIPTION: \_\_\_\_\_  
CLIENT ORGANIZATION: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
PROJECT SIZE: \$ \_\_\_\_\_  
PROJECT DURATION: From \_\_\_\_\_ To \_\_\_\_\_
  
- 3. PROJECT NAME/DESCRIPTION: \_\_\_\_\_  
CLIENT ORGANIZATION: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
PROJECT SIZE: \$ \_\_\_\_\_  
PROJECT DURATION: From \_\_\_\_\_ To \_\_\_\_\_

**ATTACHMENT C - INSURANCE REQUIREMENTS FORM**  
**The School Board of Lee County Florida**  
**Insurance Requirements**

<u>INSURANCE TYPE</u>	<u>REQUIRED LIMITS</u>	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form.	<u>\$1,000,000.00</u>	<u>Bodily Injury &amp; Property Damage</u>  Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/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 Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below:		
a) Professional Liability	<u>\$1,000,000.00</u>	
b) Builder's Risk	\$ -0-	

**The School Board of Lee County Florida Insurance Requirements**  
(Continued)

- X 6. Vendor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The Vendor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.
  
- X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies.
  
- X 8. The School Board of Lee County shall be named as the Certificate Holder.

**NOTE: The “Certificate Holder” should read as follows:**  
**The School Board of Lee County, Florida**  
**Attn: Procurement Services**  
**2855 Colonial Boulevard**  
**Fort Myers, Florida 33966**

- X 9. **Thirty (30) Days Cancellation Notice is required.**
  
- X 10. **The Certificate must state the Bid Number and Title.**

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BIDDER’S AND INSURANCE AGENT STATEMENT:

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

A current certificate of insurance is attached: \_\_\_\_\_ YES \_\_\_\_\_ NO

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Vendor Name \_\_\_\_\_ Vendor Title \_\_\_\_\_

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Signature of Vendor \_\_\_\_\_

**ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM**

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

**The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with bid.**

Addendum #1 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to bid: \_\_Y\_\_N  
Signature

Addendum #2 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to bid: \_\_Y\_\_N  
Signature

Addendum #3 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to bid: \_\_Y\_\_N  
Signature

Addendum #4 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to bid: \_\_Y\_\_N  
Signature

Addendum #5 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to bid: \_\_Y\_\_N  
Signature

**ATTACHMENT E – DEBARMENT FORM**

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification**

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

**Certification**

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)



## ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Vendor, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Name of Business

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

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

Signature of Authorized Officer \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT G - PUBLIC ENTITY CRIMES FORM**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_ for \_\_\_\_\_.
  
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.
  
3. My name is \_\_\_\_\_ and my relationship to \_\_\_\_\_ (entity name above) is \_\_\_\_\_.
  
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a findings of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

Date: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My commission expires: \_\_\_\_\_

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

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

Name of Firm/Individual Bidding: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Legally Authorized Bidder’s Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Legally Authorized Bidder’s Representative

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

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

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

**Section I. LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please Select One)*

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

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

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**Section II. LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

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

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

\_\_\_\_\_  
Signature of out-of-state bidder’s attorney: \_\_\_\_\_

\_\_\_\_\_  
Printed name of out-of-state bidder’s attorney: \_\_\_\_\_

\_\_\_\_\_  
Address of out-of-state bidder’s attorney: \_\_\_\_\_

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

\_\_\_\_\_  
Email address of out-of-state bidder’s attorney: \_\_\_\_\_

\_\_\_\_\_  
Attorney’s state of bar admission: \_\_\_\_\_

**ATTACHMENT I - SEALED BID LABEL**

**Attach this "Sealed BID" label to the outside of bid response envelope.**

**SEALED BID \*\*\* DO NOT OPEN \*\*\* SEALED BID \*\*\* DO NOT OPEN\*\*\* SEALED BID**

FROM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**DELIVER TO: THE SCHOOL DISTRICT OF LEE COUNTY  
DEPARTMENT OF PROCUREMENT SERVICES  
2855 COLONIAL BLVD.  
FORT MYERS, FL 33966-1012**

**Specialty Diet Foods  
ITB NO. B177304LN  
OPENS: May 25, 2017**