



## INVITATION TO BID

ITB No. B237453JA

Due 2:00 PM, EST on May 23, 2023

### USDA Processed Commodity Cheese

Electronic Bids for **USDA Processed Commodity Cheese**, as defined on page 20 (Scope of Work), will be received at the School Board of Lee County (hereinafter the District), Procurement Services Department, Bonfire Platform. All interested parties must register with Bonfire to view and download documents. Instructions for Vendor Registration can be viewed by clicking the link <https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>. Electronic Bid's must be submitted through the [Bonfire Portal](#) before **2:00 PM, EST on May 23, 2023**. It is the Bidder's responsibility to assure that the bid is submitted to the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the opening date and time, and therefore late submittals will not be accepted or considered for award.

Business entities interested in providing **USDA Processed Commodity Cheese** products to The School Board of Lee County are hereby notified that electronic bids for providing the required services must be submitted by **2:00 PM, EST on May 23, 2023**, at The School Board of Lee County, Procurement Services Department, Bonfire Platform.

# BIDDER'S INFORMATION SHEET

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

Released: April 28, 2023

ITB No.: **B237453JA**

ITB Title: **USDA Processed Commodity Cheese**

Contact: Joni Al-Shabibi; [JoniMA@leeschools.net](mailto:JoniMA@leeschools.net)

Bids must be electronically submitted to The School Board of Lee County, Department of Procurement Services, [Bonfire Platform](#), no later than **2:00 PM, EST on May 23, 2023** and plainly marked ITB No. **B237453JA, USDA Processed Commodity Cheese**. Bids are due and will be opened at this time.

Bidder's Business Name: \_\_\_\_\_

Bidder Taxpayer Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Owner or Authorized Officer/Agent: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Internet URL: \_\_\_\_\_

Additional Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature of Owner or Authorized Officer/Agent: \_\_\_\_\_

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

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

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

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

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

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
Bidder’s Information Sheet.....	2
General Conditions.....	4
Detailed Specifications .....	16
Estimated Timeline.....	18
Bid Submittal (Information to be Included in the Bid) .....	18
Scope of Work .....	20

## GENERAL CONDITIONS

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

1. **Electronic Bid Requirements:** The “Bidder Information Sheet”, page 2 of the ITB, must be completed, signed, and returned with each bid. Bidders must submit one electronic bid, electronically signed by a representative authorized to legally bind the Bidder to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Bidders must use the form(s) furnished by the District. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Invitation to Bid (ITB), the following words and phrases shall have these meaning:
  - a) “District” shall mean The School Board of Lee County, Florida.
  - b) “Bidder” shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
  - c) “Vendor” shall mean the successful bidder(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Bidder’s Responsibility: It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date.** Bidders are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
4. **Bid Submittal:** All bids shall be submitted electronically using the Bonfire Platform. Bids having erasure or corrections must be initialed by the Bidder. All bids must be signed 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.
5. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidders shall complete and submit with their bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Bidder must indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITB due date unless otherwise stated in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents and posted on the Bonfire Platform. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Bidders are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Submission of Bid:** One bid must be electronically submitted in the School District of Lee County’s Bonfire Platform no later than the date and time specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements
10. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Bids Received Late:** It is the Bidder’s responsibility to assure that the bid is received by the Department of Procurement Services Bonfire Portal prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the due date and time and therefore will not be considered for award.
12. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of items awarded.
13. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications the award resulting from this bid shall be in effect for three (3) year commencing upon Board approval or until new bids are taken and awarded. The award resulting from this bid (or any portion thereof) may be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

- d) All invoices are to clearly show the District's name and delivery location, for example "Allen Park Elementary School Cafeteria."
- a) The School Board utilizes an ePayables Program through the MASTERCARD network. It is desired for Bidders' to have the ability to accept these credit cards for payment. The School Board reserves the right to revise this program as necessary.
46. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
47. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
48. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
49. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- Keep and maintain public records required by the District to perform the service.
  - Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
  - Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- e) **PUBLIC RECORDS NOTICE: If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 461-8420, [PublicRecords@LeeSchools.net](mailto:PublicRecords@LeeSchools.net) 2855 Colonial Blvd., Fort Myers, FL 33966.**
50. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will **not** be afforded confidential with the exception of financial statements.
- Redacted Copies: If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.
  - The redacted copies shall contain the School District's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
  - Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School District for any and all claims from or relating to Bidders determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
  - If the Bidder fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.

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

51. **Patents, Copyrights & Royalties:** Vendors agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Vendor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price bid of the Vendor.
52. **ITB Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITB.
53. **State Purchasing Agreements:** Prior to the release of this ITB, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
54. **E-Verify: State of Florida, Executive Order 11-116.** The employment of unauthorized aliens by any Contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Vendor will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the Vendor during the Contract term, (b) require that Vendor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at <http://www.flgov.com/wpcontent/uploads/orders/2011/11-116-suspend.pdf>.
55. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as

required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify the District within 48 hours of such.

- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
- c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.
56. **Vendor Process for Fingerprinting:** Vendors who will never be present on school district campus are not required to be fingerprinted. Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5(a) & (b) state: **(NO EXCEPTIONS TO BELOW)**
- (a) Prior to the start of work on any District site, all construction vendors and other Vendors including but not limited to construction manager, company owners, architects, engineers, specialty Vendor, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an

exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.

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

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

[https://www.leeschools.net/our\\_district/departments/human\\_resources/professional\\_standards\\_equity](https://www.leeschools.net/our_district/departments/human_resources/professional_standards_equity)

Vendor Fingerprinting.

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

## FEDERAL GRANTS TERMS AND CONDITIONS

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

57. **Illegal Alien Labor:** Vendor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
58. **Recovered Material (2 CFR §200.322):** **applies to all contracts greater than \$10,000.** Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement
- program for procurement of recovered materials identified in the EPA guidelines.
59. **Federal Drug-Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal Vendors pursuant to 41 U.S.C.A. § 8102.
60. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** **applies if contract is greater than or equal to \$100,000.** Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
61. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the equal and Conservation Act (42 U.S.C. 6201).
62. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the School District of Lee County concurrently within 30 days of notice of the violation.
63. **Debarment and Suspension:** Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
64. **Equal Employment Opportunity:** During the performance of this contract, the Vendor agrees as follows:
- a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

contracting officer setting forth the provisions of this nondiscrimination clause.

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

order of the Secretary of Labor, or as otherwise provided by law.

- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or Vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
65. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C)**: The Vendor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
66. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7)**: Vendor, certifies that it is, and will continue for the term of this contract, to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any

means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

67. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**: Vendor, certifies that it is, and will continue for the term of this contract, to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
68. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704)**: No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
69. **Buy American (7CFR PART 210.21(D))**: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. For commercial food products, served in the school meals program, Vendor must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.219d).
70. **Civil Rights**: The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction

113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

71. **No Obligation by Federal Government**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
72. **Fraud and False Related Acts**: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor actions pertaining to this contract.
73. **Allow for Audit of Record**: A provision to allow for the audit, examination, excerpt, and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United States, TDA, and their authorized representatives.
74. **Rights to Inventions Made Under a Contractor Agreement [Appendix II to 2 CFR 200]**- If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
75. **Discounts, Rebates and Credits**: The School District of Lee County shall ensure that the awarded Vendor fully discloses all discounts, rebates, allowances, and incentives received by the Vendor or from its supplier. If the Vendor receives a discount, rebate, allowance, or incentive from any supplier, the Vendor must disclose and return, to the District, the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the School District of Lee County. All discounts, rebates, allowances, and incentives must be returned to the School District of Lee County during a mutually agreed upon timeframe that is beneficial to the District.
76. **Requirements for Records [2 CFR 200.318(i)]** - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.
77. **Discounts, Rebates and Credits**: The School District of Lee County shall ensure that the awarded Vendor fully discloses all discounts, rebates, allowances, and incentives received by the Vendor or from its supplier. If the Vendor receives a discount, rebate, allowance, or incentive from any supplier, the Vendor must disclose and return, to the District, the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the

School District of Lee County. All discounts, rebates, allowances, and incentives must be returned to the School District of Lee County during a mutually agreed upon timeframe that is beneficial to the District.

**DETAILED SPECIFICATIONS**  
**USDA Processed Commodity Cheese**  
**ITB No. B237453JA**

1. **OVERVIEW:** The School District of Lee County (hereinafter the District) seeks submissions from qualified firms for the processing of “raw” bulk commodity food into value-added, finished commercial cheese products as defined on page 20 (Scope of Work). All products are required to meet the demands of students’ preferences and meet or exceed the nutrition values of the USDA Meal Pattern Requirements. This request is for pricing of end products using USDA commodity donated foods as made available by USDA to the State of Florida and School District of Lee County. It is only for the commodity product group specified, cheese, and does not include any other products. The prices should be based on provided estimated usage. Bidders are encouraged to bid on every item and may propose alternate and new product offerings. The District reserves the right to award a contract to one or more Bidders.

The School District of Lee County is the 32nd largest school district in the United States and the 8th largest in Florida with approximately 97,200 students in grades K-12. The District includes 45 elementary schools, 16 middle schools, 4 combined K-8 schools, 15 high schools, 13 special centers, 2 technical colleges, 1 public service academy, and 23 charter schools. The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **MINIMUM REQUIREMENTS:**

- a. Bidders must have a current National Processing Agreement, approved by the United States Department of Agriculture (USDA) for processing fresh product **or** a current commodity-processing agreement with the State of Florida and are required to submit their current, valid agreement.
- b. Bidders shall have an active Hazard Analysis and Critical Control Point (HACCP) plan in place, and include documentation with their response.

3. **DELIVERY REQUIREMENTS:** Prices bid shall be inclusive of all costs including shipping/handling and delivery. Awarded Vendor(s) shall deliver to the District Warehouse, between the hours of 6:00am and 2:00pm unless otherwise approved in writing by the Food and Nutrition Services Department. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by the District Warehouse supervisor and/or designees.

**The School District of Lee County**  
**District Warehouse Operations**  
3308 Canal Street  
Fort Myers, FL 33916-6594  
(239) 479-4291

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 ITB. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
5. **CONTRACT TERM:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new bids are taken and awarded. This ITB (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The bidder agrees to this condition by signing its bid.
6. **ESTIMATED DOLLAR VALUE:** The estimated annual expenditure for this ITB is \$1,000,000.00. No guarantee of the dollar amount of this bid is implied or given. This is an as needed basis contract.



7. **SUBSTITUTIONS/ADDITIONS:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by the District's Food and Nutrition Services Department in advance. The Vendor must provide complete nutritional information of substitute or additional products.
8. **NEW PRODUCTS:** New products may be added during the term of the contract upon completion of successful price negotiations between the District and the Vendor(s). Child Nutrition labeling and/or product specifications must be submitted for each new product with pricing. Failure to submit this can result in a rejection of the new product(s).
9. **GUARANTEE OF QUALITY:** The Vendor(s) shall guarantee the quality and shelf life of food products. Vendor must at its own expense replace any defected products and compensate the District for any damages caused as a result of product defects. All bidders must state quality/warranty policy on items purchased under this contract. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 5 business days from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product may result in immediate termination of this contract.

**10. ACCOUNT MANAGEMENT**

The awarded Vendor(s) shall designate an Account Manager and provide the name, address, email address and phone number of that person, for the placement of orders and for the coordination of service.

11. **ORDERS AND PAYMENT:** All orders will be placed directly to the Vendor(s) by the District's Food and Nutrition Services Department via a blanket purchase order(s). The Food and Nutrition Services Department may purchase items listed on the Bid Response Form, and requires the option to add or delete items as deemed to be in the best interest of the District.

The School Board utilizes an ePayables Program through the MASTERCARD network. It is desired for Bidders' to have the ability to accept these credit cards for payment. The School Board reserves the right to revise this program as necessary.

12. **QUALIFICATIONS:** Bids will be considered only from vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

13. **PROHIBITION OF GRATUITIES:** By submission of a bid, a vendor certifies that no employee or Board member of the District has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

14. **SMALL, WOMEN and MINORITY OWNED BUSINESS:** Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible:
  - a. Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists.
  - b. Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.

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

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

The School District of Lee County  
Department of Procurement Services  
Joni Al-Shabibi, Procurement Agent 2855  
Colonial Blvd., Fort Myers, FL 33966  
Email: [JoniMA@leeschools.net](mailto:JoniMA@leeschools.net)

All questions must be received no later than **May 9, 2023**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services, in the form of an addendum, and placed on the District’s Procurement Services Department’s Bonfire Platform: [Bonfire Portal](#) . Bidder shall be responsible for the acknowledgement of each addendum on Attachment B, the Addenda Acknowledgement Form.

**16. ESTIMATED TIMELINE:**

May 2, 2023	Release of ITB No. B237453JA, USDA Processed Commodity Cheese
May 9, 2023	Written questions due in the Department of Procurement Services by 2:00 PM, local time. Email Questions to <a href="mailto:JoniMA@leeschools.net">JoniMA@leeschools.net</a>
May 23, 2023	Bids due on or before 2:00 PM, EST Department of Procurement Services Bonfire Platform
June 2023	School Board Action

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

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

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

**DOCUMENT 1**  
**SUBMITTAL**

- a. **Bidder Information Sheet:** Bidder shall complete and submit the following:
  - i. Bidders shall complete and submit the Bidder Information Sheet, page 2 of the ITB, with all required information completed. Any modifications or alterations to this form shall not be accepted and may cause bid to be rejected.
- b. **Current Copy of Professional License/Certifications:**
  - i. Bidders must provide proof of having a current National Processing Agreement, approved by the United States Department of Agriculture (USDA) for processing fresh product or a current commodity-processing agreement with the State of Florida.
  - ii. Bidders shall submit documentation of having a Hazard Analysis and Critical Control Point (HACCP) plan in place.

c. **Recall Policy:**

- i. Bidders shall submit a summary describing their recall procedures, a food recall contact person and a backup contact person.

## **DOCUMENT 2**

### **FILLABLE FORMS**

- A. **Required Submittal Checklist:** Bidder shall complete form to ensure all required information is submitted.
- B. **Attachment A – Insurance Requirements Form:** Bidder shall respond to the District insurance requirements. The School Board of Lee County shall be listed as an additional insured on the certificate of coverage for both the commercial general liability and the business auto liability policies. **It is the responsibility of the awarded Vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
- C. **Attachment B – Addenda Acknowledgement Form:** Bidder shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the bid to be considered.
- D. **Attachment C – USDA Debarment Form:** Bidder shall submit a certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- E. **Attachment D – Drug Free Workplace Certification:** Bidder shall complete or with all required information and all signatures as specified. The enclosed for Drug Free Workplace Form must be signed and returned.
- F. **Attachment E – Public Entity Crimes Form:** Bidder shall submit a sworn statement as required under section 287.133(3), (a), Florida Statutes, Public Entity Crimes. **Form shall be signed and notarized.**
- G. **Attachment F – Emergency/Storm Related Catastrophe Agreement:** Bidder shall complete form with all required information and all signatures as specified.
- H. **Attachment G– Scrutinized Company Certification:** Bidder shall complete form with all required information and all signatures as specified.
- I. **Attachment H – Reference Form:** Bidder shall provide three (3) references of similar size and scope to this solicitation. (Performed within the last five (5) years).
- J. **Attachment I – Certification Regarding Lobbying:** Bidder shall complete form with all required information and all signatures as specified.
- K. **Attachment J - 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.

## **DOCUMENT 3**

### **BID RESPONSE FORM**

- A. **Bid Response Form:** Bid Response Form accurately completed, each response verified, and bid signed. **Failure to comply with bid submittal requirements may be grounds for bid rejection, in whole or in part.**

**Scope of Work**  
**ITB No: B237453JA**  
**USDA Processed Commodity Cheese**

Detailed specifications for the required products are listed below. Bidders may bid on one or more products.

1. Awarded Bidder(s), hereinafter Vendor(s), must have a current National Processing Agreement, approved by the United States Department of Agriculture (USDA) for processing fresh product or a current commodity-processing agreement with the State of Florida. If the awarded Vendor(s) loses its approved status as a processor during the term of the agreement, the District reserves the right to cancel the agreement. The food products are to be served in the freshest, most wholesome and most nutritious possible state, always in compliance with legal and standards for wholesomeness, freshness and quality; and the Vendor(s) will fill any shortfall in USDA foods with commercial product of equal or better quality.
2. The District and Food and Nutrition Services Department will determine their food and menu requirements in addition to students' taste preferences. These goals will be reached using the pricing methodology outlined in the manufacturer's proposal establishing fair and reasonable pricing for any new products newly subjected to the contract, and continuously improve the systems by which the awarded manufacturer will provide food products to the District.
3. The Vendor(s) will assist the Food & Nutrition Services Department in a yearly calculation of the amount of raw material necessary to divert in order to obtain discounted finished goods for all menu needs throughout the year. If for any reason the diverted amount is not sufficient to cover the growing needs of the District, the Vendor(s) will work on behalf of the District to obtain additional raw material diversions through transfer or other options as approved by the Florida Department of Agriculture and Consumer Services, Bureau of Food Distribution.
4. The Vendor(s) will maintain such records and develop and submit reports as may be required by the United States Department of Agriculture, the State of Florida, federal or state law or as may be reasonable requested by the District.
5. The Vendor(s) must agree in the contract to, among other commitments, warrant food safety, product availability and product wholesomeness.
6. **Grades for Food**  
Grades for foodstuffs are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item.
7. **Hazard Analysis and Critical Control Point**  
Submit documentation of Hazard Analysis and Critical Control Point (HACCP) compliance (Document 1, 3.e.). Any manufacturer without HACCP compliance documentation will be eliminated as potential food processors for the District.
8. **Approximate Annual Quantities**  
The estimated quantities listed on the pricing schedule are an approximate amount based on the current year's usage and projected upcoming menu needs. The quantities may change as menu needs change. In some instances, the District will have under or overestimated and the price quoted must be firm until the last order. Estimated quantities listed are not a commitment to purchase the same amount.
9. **Food and Safety Recalls:** Ensuring the safety of the food supply is critical to the District. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and will be held liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of

laws administered by the Food and Drug Administration. Vendor(s) shall have a process in place to effectively respond to a food recall which should include the following objectives:

- a. Provide accurate and timely communication to the Food and Nutrition Services Department regarding any food recall.
- b. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
- c. A summary of Proposer's recall policy and procedure shall be submitted as Document 1, Proposal Item c. – Recall Policy.

## 10. Order Placement and Balance Tracking

The preferred method of balance tracking is K12 Foodservice or Processor Link. Please specify which is used. The District must be notified within 30 days of any ingredients or nutritional changes in the awarded product.

## 11. Delivery

Upon receipt of a delivery order of raw product from USDA, the manufacturers will post receipt of raw commodity within 48 hours on K12 Foodservice or Processor Link website. End product is to be delivered to the District warehouse with incremental continued just-in-time deliveries throughout the school year. The District shall not incur delays in delivery of end product due to manufacturer's lack of inventory if the product has been accurately forecasted. If delays occur, manufacturer must provide commercial product of equal or greater quality to USDA specification to produce desired end product at the contracted price. If delay of delivery continues, the District reserves the right to either terminate the contract with the awarded manufacturer, re-compete the specific product, or award to the second highest ranked firm. The manufacturer holds liability of the commodity value and fee for serviced value of the end product until delivery has been finalized at the delivery location. The District products will be shipped and invoiced to the District based on "Fee for Service" program.

- a. All material items delivered to the District warehouse must be F.O.B. delivered with freight charges prepaid.
- b. The manufacturer must take all necessary steps to ensure that their warehouse facilities and vehicles can safely and securely store and transport the products. It is the manufacturer's responsibility to hold frozen product at a uniform temperature of 0 degrees Fahrenheit or lower and refrigerated products between 36-39 degrees Fahrenheit until the time of delivery. Shelf-stable or dry products must be between 50-70 degrees Fahrenheit. At the time of delivery, the product should show no evidence of defrosting, refreezing or freezer deterioration. Presence of products showing deviations from the requirements will cause rejection of the involved product or delivery. The District reserves the right to inspect warehouse facilities and transportation at any time. All safety and sanitation inspections are required to be delivered to the District upon request.
- c. The manufacturer's delivery trucks must have a temperature log when transporting freezer or refrigerated products to the District. If the temperature log is not computerized and automatically recording temperatures during the route, the driver must record at the beginning of the route, at least two (2) additional stops during the route and at the last stop of the route. The District may request a copy of this temperature log if an issue occurs.
- d. All delivery trucks must be clean, sanitary and free from dirt and debris. The District may refuse a delivery if the truck is not clean and sanitary.
- e. During the shipment receiving process, all products will be checked for temperature compliance, damage, leakage or other deviations. Product that contains any of these defects can be refused and credit or replacement product should be issued.

## 12. Inspections

All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. **No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this proposal.** The District reserves the right to inspect the processor's inventory of USDA donated commodity products or the School District's bulk or processed cheese items that they have on hand at any time.

### **13. Irradiation Process**

Do not bid any food items preserved by the use of an irradiation process.

### **14. Child Nutrition Labeling**

Child Nutrition labeling and/or product specifications must be submitted for each product with pricing. Failure to submit this can result in a rejection of submittal.

### **15. Samples**

The District reserves the right to sample any items. Items should be delivered within 3 business days of placing the request. All samples must be clearly labeled.

### **16. Failure of Performance and/or Delivery**

If the awarded Vendor fails to perform as required per these specifications or fails to deliver the item(s) specified in these specifications, they shall recompense the District for any damages caused by their failure to perform as stated.

### **17. Performance Review**

The District's Food and Nutrition Services Department will hold performance reviews as needed with awarded Vendor that may include, but not limited to: fill rate (our expectations are that 100% of orders will be filled on time with the product ordered, no substitutions unless approved), product quality, product complaints, alignment to specifications, and new product development.

### **18. Use of Other Contracts**

The District reserves the right to utilize any other District contract, any State of Florida contract, and any contract awarded by any other city or county governmental agencies, any other school board or any other community college or state university system cooperative agreement in lieu of any offer received or award made as a result of this solicitation if in the best interest to do so. The District reserves the right to solicit separately any single order or to purchase any item on this contract if it is in its best interest to do so.

### **19. Invoicing**

Each invoice must reference exactly one purchase order number. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Vendor for resolution of the discrepancies. It is the sole responsibility of the Vendor to reconcile the purchase order and the Vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The District will only pay the dollar amounts authorized on the purchase order.

### **20. Discrepancies**

Manufacturer shall expeditiously (within 5 business days) resolve any and all discrepancies caused by the manufacturer. Discrepancies are defined as receipt of damaged items, delivery shortages/overages, noncompliance with contract/purchase order instructions, and damage to the District property or any other discrepancy caused by the manufacturer as related to the contract and/or purchase orders.