

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	INVITATION FOR BID Bidder Acknowledgement and Acceptance Form
BID TITLE: MILK & DAIRY PRODUCTS- ANNUAL CONTRACT	BID NO. 23-40
DELIVERY F.O.B. DESTINATION: All Designated Schools and Centers	ISSUE DATE: May 12, 2023 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018
BID DUE DATE AND TIME: June 6, 2023 at 3:00 p.m. (EST) A pre-bid meeting is scheduled for N/A . This is a N/A meeting .	BID OPENING: Purchasing Department

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #	FAX #:
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BIDDER EMAIL ADDRESS:	BIDDER WEB ADDRESS:
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DATE:	EIN/FEDERAL TAX ID#:
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PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 76: YES NO

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Unless exception to this condition is checked below, Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

NO BID THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:

- | | |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the IFB | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications | <input type="checkbox"/> 5. Remove our name from this bid list only |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____ |

FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.

USE OF FEDERAL FUNDS: If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this IFB, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked. Paragraphs not checked below do not apply to this IFB.

- Paragraph 66 Paragraph 67 Paragraph 68 Paragraph 69 Paragraph 70 Paragraph 71 Paragraph 72 Paragraph 73
 Paragraph 74

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

Bidder's sealed Bid must be received in the Purchasing Department on or before the date and time specified above. If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:

<p>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</p>

If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Office Building at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, email, or facsimile transmission will be considered non-responsive.

Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.

At this time a public opening of Bids received will be held. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

Bid Package: Mark in lower left-hand corner of the envelope containing your Bid, **"IFB #23-40, MILK & DAIRY PRODUCTS", TO BE OPENED AT 3:00 P.M., JUNE 6, 2023.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- SUBMITTALS CHECKLIST FORM
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- SMALL/MINORITY BUSINESS ENTERPRISE FORM
- INSURANCE CERTIFICATION FORM
- ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ATTACHMENT B- GENERAL/TECHNICAL SPECIFICATIONS
- ATTACHMENT C- FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE
- APPENDIX A- SERVICE SITE DIRECTORY
- APPENDIX B- FORMULA B- RAW MILK COST CHANGE CALCULATION - SAMPLE

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Proof of E-Verify Participation Enclosed (see Attachment A, Item 76)	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	32-35
<input type="checkbox"/>	Bidder Questionnaire	36
<input type="checkbox"/>	References	37-38
<input type="checkbox"/>	Product Information	22
<input type="checkbox"/>	Product Recall Procedures	23
<input type="checkbox"/>	HACCP Plan	24
<input type="checkbox"/>	Dairy Cooperative Price Announcement and USDA Federal Order	28

REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (www.sbac.edu)

FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.

This form is applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is not applicable to this IFB and **shall not** be included in Bidder's Bid.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
(To be completed by each Bidder or Bid will be deemed Non-Responsive)

Name of Bidder: _____

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

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(To be completed by the Attorney of the Out of State Vendor, Please Select One)

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

The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: ***[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].***

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(To be completed by the Attorney of the Out of State Vendor, Please Select One)

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

The bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: ***[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)].***

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

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

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

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

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

Attorney's state of bar admission and bar/license #: _____



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

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME IFB #23-40 – MILK & DAIRY PRODUCTS
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder’s fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

- A. If Bidder’s performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined “crimes involving moral turpitude” to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Bidder’s performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435\(1\)\(a\)](#)1., relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Bidder’s work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees’ line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder’s license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder’s employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder’s name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE
	IFB #23-40 – MILK & DAIRY PRODUCTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Bidder represents that it is either a

Small Business Enterprise, as defined in FS 288.703(6),

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

City of Gainesville Florida Small Business Procurement Program

Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
	IFB #23-40 – MILK & DAIRY PRODUCTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

COMMON CARRIER INSURANCE WAIVER REQUEST FORM

This waiver is applicable to the IFB. This waiver is not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
	IFB #23-40 – MILK & DAIRY PRODUCTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSURANCE CERTIFICATION FORM

This form is applicable is not applicable to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable Not Applicable

Workers Compensation – Coverage A

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

Comprehensive General Liability

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 Per Project Aggregate**
- **\$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

Comprehensive Automobile Liability (Combined Single Limit)

- **\$1,000,000 Each Occurrence**

Applicable Not Applicable **Professional Liability Insurance - \$1,000,000 Each Occurrence**

Applicable Not Applicable **Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable Not Applicable **Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contact award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of the District Administration Building at above address; by facsimile transmission to: 844.269.9018).

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by SBAC (see below).

Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and SBAC. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. GENERAL BIDDERS INFORMATION: Interested Bidders are advised that SBAC will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the SBAC, or cancel the IFB at its discretion.

A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Bidder after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Bidder shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

4. BID OPENING: Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. AWARD: SBAC will award a Contract to the lowest responsive and responsible Bidder.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. WORK CONDITIONS/IFB EXAMINATION: Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. SILENCE OF THE SPECIFICATIONS: The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS: Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

SBAC reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."
11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.
- LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.
- ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.
- VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.
- It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.
17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.
- A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.
- A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.
20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.
21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.
- Unless otherwise specified, all samples must be submitted to the Purchasing Department.

25. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.

At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.

In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.

26. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

27. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.

SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.

28. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.

29. **BIDDER REPRESENTATIONS AND QUALIFICATIONS:** Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.

30. **DISPUTE:** With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.

Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.

The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.

31. **BID TABULATIONS:** Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.

32. **NOTIFICATION OF AWARD:** Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.

33. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.

Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.

34. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.

35. **SAFETY STANDARDS:** At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.

Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be barred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.

36. **MATERIAL SAFETY DATA SHEETS:** Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

37. **INSPECTIONS:** All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.

38. FACILITY INSPECTION: SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.

39. BIDDER PERSONNEL: Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

40. DELIVERY NOTICE: Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.

41. INVOICES: Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to accountspayable@gm.sbac.edu. All invoices shall, at a minimum, include the following:

- ✓ IFB #;
- ✓ Purchase Order #;
- ✓ Description of goods and/or services, including quantities;
- ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available.

SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

42. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted Bidder 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

43. LICENSING/PERMITS: Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.

44. REGULATORY COMPLIANCE: Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.

45. TERMINATION FOR CONVENIENCE: SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.

46. TERMINATION FOR DEFAULT: SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.

47. INDEPENDENT CONTRACTOR: Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.

48. SUBCONTRACTS: The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.

49. ASSIGNMENT: Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.

50. ANTI-DISCRIMINATION/EQUAL OPPORTUNITY: Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

51. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

52. **COMMON CARRIER WAIVER:** In the event Bidder and its employee’s will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB’s insurance requirements described the Insurance Certification Form.

53. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney’s fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker’s compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney’s fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Bidder recognizes that and covenants that is has received consideration for indemnification provided herein.

The Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract.

54. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

55. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT’S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, “substantially” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act’s Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

56. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at www.sbac.edu/~purchase/bidop.htm. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this IFB between:

- A. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC’s Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC’s Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative’s bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

57. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC’s fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

- Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.
59. LIFE CYCLE COSTING: If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. WARRANTY OF ABILITY TO PERFORM: Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. RECORDS RETENTION AND ACCESS: Bidder shall retain records associated with the goods and services purchased herein for a period of five years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. CONFIDENTIAL INFORMATION: Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Bidder shall be required to complete an access request form. The form, along with a copy of the contract award letter or IFB document, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the contract expiration date. Further, Bidder shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at http://www.sbac.edu/files/_IOHzs/_a70b66390a32737c3745a49013852ec4/Yearly/ACPSINFOSECRETS_1.pdf.
63. FLORIDA PREFERENCE: When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.
64. Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Bidders duties under this IFB, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Bidder does not transfer the records to SBAC; d. Upon completion of the contract, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.
65. NONACADEMIC COMMODITIES AND SERVICES: In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.
- ITEMS 66-74 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).
66. COPELAND "ANTI-KICKBACK" ACT: All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding \$2,000. The Act provides that each Bidder is 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. SBAC will report all suspected or reported violations to the Federal awarding agency.
67. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall 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") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must 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, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.

68. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Bidder shall 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above 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 any 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. 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; 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.
72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient 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 subrecipient 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.
73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision 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. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
74. ENERGY POLICY AND CONSERVATION ACT [APPENDIX II TO 2 CRF 200]- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
75. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: A Bidder that, at the time of bidding or submitting a Bid for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this IFB, Bidder certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any Bidder awarded a contract as a result of this IFB shall be required to recertify at each renewal of the contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate any contract resulting from this IFB if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit a Bidder on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should SBAC determine that the conditions set forth in Section 287.135(4) are met.
76. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Bidder shall maintain a copy of all affidavits, (iv) Bidder shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 23-40
MILK & DAIRY PRODUCTS – ANNUAL CONTRACT

The School Board of Alachua County (“SBAC” or “District”) is seeking prospective Bidders to respond to this Invitation For Bid (hereinafter “IFB”) to provide and deliver the products specified herein, in accordance with the following specifications.

1. Scope of Service: The purpose of this IFB is to select a supplier (hereinafter “Bidder”), secure firm pricing commensurate with District’s purchasing volume, and establish a contract for the furnishing and delivery of milk and dairy products as specified herein. SBAC currently serves a population of approximately 29,000 students. Product delivery shall be required to be made to forty (40) schools and centers and one (1) other private school under cooperative agreement with District (“service site”).

The scope of this agreement shall require Bidder to deliver specified products to each individual designated service site within the District on a scheduled basis. It shall be the responsibility of Bidder to provide all supervision, labor, delivery, and other services that are necessary for the proper execution and performance of contract. Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, compatible with industry standards, and compliant with all regulatory requirements.

2. Tentative Schedule:

- May 12, 2023 Invitation for Bid Issued
- May 23, 2023..... Last Day to Submit Questions
- June 6, 2023..... Bid Due Date
- June 20, 2023..... Planned Award Date
- August 3-9, 2023 Commencement of Services
- August 10, 2023 First Day of 2023/24 School Year

3. Questions: Reference Attachment A, “16. Interpretation of Bidding Documents and Addenda”: In addition... Bidder shall submit any requests for interpretation, correction, or clarification of the IFB documents by email to Lauren Ryan (ryanln@gm.sbac.edu) in the Purchasing Department by end of day on May 23, 2023. Questions received after this date shall not be answered. No verbal or written information obtained other than by information contained in IFB or by written addendum shall be binding. The issuance of written addendum is the only official method by which interpretation, clarification or additional information may be given. Any addenda to IFB shall be posted on the Purchasing Department website. It shall be the responsibility of Bidder, prior to submission of Bid, to check website for any issued addenda. The District shall not be responsible to email or send addenda directly to potential Bidders.

4. Award: In order to meet the needs of the Food and Nutrition Services Department (hereinafter “FNS”) and in the best interest of the District, award shall be made on an all-or-none basis to the lowest responsive and responsible Bidder in the opinion of the School Board. In making a recommendation for award, the Purchasing Department shall take into consideration the quality and conformity of proposed products to Bid specifications, their suitability to the needs of the District, and the qualifications and experience of Bidder, including capacity in meeting all delivery requirements.

5. Contract Term/Renewal Option: The contract term shall be approximately two (2) years, beginning August 1, 2023, and ending July 31, 2025. The contract may thereafter be renewed for two (2) additional one (1) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to the Bidder at least forty-five (45) days prior to the end of the current contract period. Bidder shall be notified when the recommendation has been acted upon by the School Board.

6. Contract Value: The total average expenditure in the District for the 2022/2033 school year was approximately \$800,000. Quantities shown on Attachment C, Form of Proposal, are projected annual estimates based on actual historic

usage of same/similar type products, and are presented to assist Bidders in developing their responses. Stated quantities do not constitute a guarantee of purchase, and actual quantities purchased may be more or less than indicated. No volume of purchases for any awarded product is guaranteed nor implied by the SBAC under this contract. The unit prices bid shall be honored regardless of quantity ordered. Upon award of contract, it shall be the responsibility of the successful Bidder to acquire and ensure that sufficient product inventory is available to meet the requirements of the District.

7. Contract Management: All day-to-day operational aspects of contract services shall be scheduled and coordinated with the Food Service Manager at each service site (hereinafter “Site Manager”) under the general direction and authority of FNS. All services shall be subject to periodic review by one or more FNS representatives (hereinafter “District Representative”) to ensure compliance with the IFB requirements and established quality standards.

8. Bidder Qualifications: SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide documentation demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. In order to be considered for award, each prospective Bidder shall meet the following criteria:

- A. Established Business: Bids shall only be considered from established firms, licensed and insured within the State of Florida, whose sole or primary business includes the provision and distribution of milk and dairy products to commercial (business/institutional) accounts. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of three (3) consecutive years. Demonstration of past successful experience with commercial accounts within the State of Florida shall be required including a minimum of one (1) school district similar in size and scope of this contract. References relating to service experience and product acceptability shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Product Line: If not a processing dairy for any of products bid, Bidder shall be a current authorized distributor for the proposed product line for the duration of contract. For purposes of the contract, distributor shall mean an approved agent of dairy authorized to market, offer, and distribute product. By signing Bid, prospective Bidder, certifies that they are in “good standing” with proposed manufacturer and currently approved to represent its products to the District. Verification of approval shall be provided upon request by District. Specific criterion as appropriate to products is further delineated herein;
- C. Location: Bidder shall be located and maintain a storage/distribution facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements of contract. SBAC reserves the right to waive this requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service in support of this contract.
- D. Service: Bidder shall have at time of Bid due date, adequate organization, equipment, facilities, delivery method, and personnel to ensure competent, prompt and efficient service in support of this contract. The criteria used in determining service level shall include, but not be limited to: delivery promptness; accuracy of pricing procedures; correct order delivery; order fill rate; protection of product, and; customer service communication and responsiveness. Bidder’s storage, processing and packaging facilities, and delivery fleet shall comply with all requirements of those Federal, State, and local entities having jurisdiction over activities thereof. Specific qualification criteria as appropriate to personnel and service level is further delineated herein.
- E. Accounting Practices: Bidder shall have the capability to provide accurate, reliable and timely digital invoices, statements, utilization reports, credits, and other data as necessary to conduct cost audits in a thorough and accurate manner.
- F. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of apparent low Bidder prior to, and at any reasonable time after award of contract, and to make sole and final determination as to Bidder’s compliance and capability in meeting the requirements of IFB. Bidder shall be responsible for providing any further evidence and support documentation as deemed appropriate by District within three (03) business days of request. Should

SBAC determine, in its opinion, that Bidder does not meet any of the IFB qualification requirements or have the ability or capacity to provide the services as required in this contract, the District may reject the Bid and evaluate next apparent lowest Bidder.

9. Omissions from the Specifications: Reference Attachment A, “7. Silence of the Specifications”: In addition... The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of this contract, which is to have products of the highest quality and nutritional value delivered in an efficient and timely manner in compliance to District and industry standards, and all regulatory requirements.

10. Subcontractors: Reference Attachment A, “49. Subcontracts”: In addition... The Bidder shall be the sole source of contact for the contract. If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Bid. The District shall evaluate proposed sub-tier contractor and reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the proper performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District.

11. Exempt Purchases: SBAC reserves the right to purchase any awarded product from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to the District: (A) in the event that Bidder is not able to provide any awarded product or comply with established delivery schedule, or; (B) product is needed prior to scheduled delivery time and Bidder is unable to comply therewith, or; (C) in cases of emergency, or; (D) in fulfillment of Board Policy.

12. Familiarity with Laws: Bidder shall be required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of Bidder shall, in no way, relieve Bidder from any responsibility for compliance with said requirements.

13. Regulatory Compliance: Reference Attachment A, “45. Regulatory Compliance”: In addition... Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the: State Requirements for Educational Facilities (SFEF); Florida Administrative Code; Alachua County Health Department; United States Department of Agriculture (USDA); Occupational Safety and Health Act (OSHA); Environmental Protection Agency (EPA), and, Florida Administrative Code. It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In addition, should there be a conflict between applicable regulations, the most stringent shall apply. Failure of Bidder to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

14. Federal Regulations: It is understood that Federal funding may be used to make purchases under this contract. Bidder certifies, by signing and submission of Bid, that all applicable Federal regulations shall be complied with including, but not limited to:

- Copeland “Anti-Kickback” Act (34 CFR 80.36(i)(4)): Bidder shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
- Title VI of the Civil Rights Act of 1964;
- Equal Employment Opportunity (34 CFR 80.36(i)(3)): Bidder shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Orders 11375 and as supplemented by Department of Labor regulations (41 CFR Part 60);
- Records Retention (34 CFR 80.36(i)(11)): Bidder must retain all records pertaining to this contract for five years after the District make final payment and all other pending matters are closed;
- Clean Air Act (34 CFR 80.36(i)(13)): Bidder shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15);

- Energy Efficiency (34 CFR 80.36(i)(13)): Bidder shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163; 89 Stat. 871).
- BUY AMERICAN [7 CFR 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.
- Civil Rights Statement: The Bidder hereby agrees that it will comply with:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 - vi. Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency.” (August 11, 2000);
 - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
 - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be denied the benefits of, or otherwise be subject to the discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 - x. The USDA non-discrimination statement that: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

15. Manufacturer Sanitation Compliance: All milk processing and distribution facilities, and transportation vehicles utilized in the performance of contract shall be identified as having been officially inspected for sanitation by the applicable Federal and/or State regulatory agency having jurisdiction. Bidder shall provide copy(s) of agency sanitation inspection reports, including any adverse findings, to FNS within three (03) business days of request. Failure to continuously maintain an acceptable level of sanitation in accordance with any and all regulatory requirements may be deemed as a default of contract. A satisfactory inspection report contains no “critical violations” with regards to food sanitation and safety.

16. Product: Reference Attachment A, “9. Manufacturer’s Name and “Or Equal” Products”: In addition... .. The specifications listed herein are the minimum required specifications for this IFB. They are not intended to limit competition nor specify any particular Bidder, but to ensure that the District receives quality products and services. The District shall allow and consider the proposal of products from any manufacturer that meets or exceeds applicable IFB specifications and established quality standards, which reflect the District’s minimum product requirements. It shall be the

sole responsibility of Bidder to carefully examine product specifications to ensure the conformity of any proposed “or equal” product to that listed herein. The District may, in its sole discretion, disregard minor variations or irregularities from said specifications. However, proposed products that significantly deviate, in the opinion of District, from established industry standards or the specifications of listed products, including ingredient content, nutritional value, and size and packaging standards may be considered non-responsive. In the event one item is determined to be non-responsive, the entire Bid may be disqualified. SBAC reserves the right to make sole and final determination as to the conformance of each product bid to Bid specifications, and to request manufacturer certification of all statements made by Bidder in regards thereto.

Upon award of contract, it shall be the responsibility of successful Bidder to ensure that all delivered products meet or exceed the established Bid specifications. The delivery of any product that does not comply with Bid specifications may be deemed as a default of contract.

17. Product Evaluation: It is understood that taste acceptability and freshness are essential in defining product quality. As a means of establishing the quality of products desired, it shall be required that each proposed “or equal” milk product be: (A) produced by a generally known and recognized dairy processing plant, and; (B) successfully used by one (1) or more school districts within the State of Florida similar in size and scope of this IFB. All proposed products shall be subject to testing, at the discretion of FNS, at one (1) or more service sites. Sample products may be evaluated for acceptability using appropriate methods and standards as established by FNS, taking into consideration nutritional value, taste, smell, and texture.

18. Product Information: Bidder shall provide a complete and accurate nutritional analysis and ingredient statement for each proposed product as an attachment to Bid response. Product information shall be the most current available and be sufficiently detailed and descriptive so as to permit the District to clearly ascertain product’s suitability and compliance with Bid specifications. Product information shall include: product trade name; product order code; packaging size and type; ingredients; and nutritional information containing the following, but not limited to, “Nutrition Facts”:

- Serving size
- Total fat (gm)
- Saturated Fat (gm)
- Monounsaturated Fat (gm)
- Polyunsaturated Fat (gm)
- Calories from Fat %
- Calories from Fat
- Total Carbohydrate (gm)
- Dietary Fiber (gm)
- Total Sugars (gm)
- Cholesterol (mg)
- Sodium (mg)
- Protein (gm)
- Calcium (mg)
- Iron (mg)
- Vitamin A (IU) or (RE)
- Vitamin C (mg)

19. Samples: Reference Attachment A, “24. Samples”: In addition... Samples, if required, shall be submitted by the apparent low Bidder for evaluation purposes upon request by the Purchasing Department. Samples shall be provided in sufficient quantity, as determined by FNS, and may be consumed for testing or comparison purposes to measure quality and suitability. Samples that are not consumed shall only be returned upon written request from Bidder.

All samples shall be provided in standard packaging with labeling, and delivered to location as instructed within two (2) business days of request. The District shall not buy samples and shall not assume any cost incidental thereto. Failure to provide product samples in the time and manner as specified during Bid evaluation process may result in Bid being declared non-responsive.

20. Product Substitutions: The District desires that all proposed products be available during the term of contract. It is understood that unforeseen production changes may affect product availability and necessitate the need for substitution of awarded products. New variations or substitutions for awarded products that have been discontinued or changed may be considered if it is in the best interest of the District. Bidder shall not provide or substitute any product not listed on Form of Proposal without the consent of FNS and expressed written approval of the Purchasing Department. Request for approval shall be made a minimum of thirty (30) calendar days in advance of anticipated product change. Samples may be requested for evaluation purposes. The District shall only consider substitutions that conform to the specifications contained herein. The unit cost of approved substitute product shall not exceed that of awarded product being replaced.

21. Additional Products: Additional products offered by Bidder may be added to contract during term of contract at request of FNS, and upon written approval of Purchasing Department. This shall include currently produced products, new products in development, improved products, and alternative size capacities and packaging. The approval of additional products shall be subject to successful completion of price negotiations with Bidder. Bidder shall be responsible for providing documentation to support price reasonableness of proposed additional products. The total projected annual expenditure for all additional products added may not exceed 10% of the total contract value of the pending contract. The successful Bidder will track and record new product additions and provide a tracking report on request in order to comply with this requirement. District reserves the right to refuse payment for any delivered products that have not been approved. Furthermore, the delivery of unauthorized products without the expressed consent of the Purchasing Department may be deemed as a default of contract.

22. Alternative Products: SBAC reserves the right at any time to sample and evaluate one (1) or more alternative products available from Bidder or other source for consideration in future solicitations. The evaluation would be performed on a limited basis, at the discretion of FNS, at one (1) or more schools. It is agreed and understood that any school(s) participating in evaluation shall be exempt from purchasing all or part of the products available under this contract for specified time period.

23. Quality Control Testing: SBAC reserves the right, at any time to have representative samples of delivered products tested by the Alachua County Health Department and/or USDA approved testing laboratory to ensure compliance with product specifications and established quality control standards. Should tested samples not be in compliance, Bidder shall be responsible for all costs associated with the testing including product samples. As assurance of compliance, the District shall thereafter have the discretion to have samples tested on a periodic basis at expense of Bidder.

24. Product Safety & Recalls: Ensuring the safety of the food supply is critical to SBAC. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The successful Bidder shall have a process in place to effectively respond to a product recall. Bidder must provide a detailed summary of their Food Recall Policies and Procedures with their bid response. SBAC reserves the right to request a complete copy of the plan at any time during the evaluation process.

In the event Bidder receives notice that a product delivered by Bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, Bidder shall notify the District's Purchasing Department and FNS within one (1) business day of receiving such notice.

The recall process shall achieve the following critical objectives:

- Provide accurate and timely communication to SBAC regarding a recall
- Ensure unsafe products are removed from school sites in an expedient, effective and efficient manner
- Streamline the process for reimbursement for recalled products
- Prior to award, the successful Bidder shall provide the name, phone number and cellular phone number, and email address for their primary point of contact for all food safety and recall incidents. Bidder shall also provide the same information for a secondary point of contact, as backup to the primary point of contact, in the event the primary point of contact is unavailable or cannot be reached by District staff.

25. HACCP Plan: Bidder shall submit a detailed summary of their HACCP (Hazardous Analysis and Critical Control Points) Plan with their bid response. SBAC reserves the right to request a complete copy of the plan at any time during the evaluation process.

26. Personnel: Reference Attachment A, “40. Bidder Personnel”: In addition... Bidder shall employ and have available a sufficient number of qualified supervisory and route service representatives capable of performing all services as specified herein. The District considers the experience and training of personnel an important element of this contract. It shall be the sole responsibility of Bidder to establish personnel qualifications that would ensure that all deliveries are performed safely, correctly, and efficiently, in conformance to requirements of contract and standards of care as reasonably expected by District.

27. Personnel Appearance: All service personnel shall be well groomed, properly uniformed, and present a professional appearance at all times. Personnel shall have in possession a form of picture identification which shall be immediately presented upon request by District personnel. Bidder shall be responsible for providing service personnel any safety or protective items (i.e., clothing, gloves, equipment, etc.) required for safe performance of work. All such items shall be in conformance with established OSHA standards.

28. Personnel Conduct: Reference Attachment A, “40. Bidder Personnel”: In addition... All personnel shall conduct themselves in a respectable and professional manner at all times. Personnel shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Bidder’s personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

Specifically, all personnel shall adhere to the following rules and regulations while onsite at any facility:

- Smoking and use of any tobacco products is prohibited;
- No personnel shall access any District records, files or documents at any time;
- No personnel shall be allowed in any area of the building other than the area of work responsibility;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones, except for an emergency;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Bidder.

Violation of any of the foregoing provisions may result in removal of individual from District site. Furthermore, SBAC reserves the right to prohibit Bidder from using individual on all other projects performed under this contract.

29. General Service Requirements:

- a. **General Supervision:** Bidder shall ensure that all services are being accomplished correctly and safely, and that established delivery schedules are strictly being adhered to. Bidder shall work jointly and cooperatively with FNS to resolve any delivery scheduling and product quality issues. It shall be the sole responsibility of Bidder to ensure strict adherence to all contract and regulatory requirements.
- b. **Bidder’s Representative:** Bidder shall designate one (1) Account Representative who shall be responsible for assisting District with quality control, billing, and other service related issues. Representative shall be knowledgeable of contract and be the liaison between the Bidder and SBAC on all matters pertaining thereof. Representative shall respond to all requests for assistance within twenty-four (24) hours of initial contact, and may be required to make periodic onsite visits upon request of FNS.
- c. **Communications:** It shall be required that Bidder maintain a toll-free telephone and facsimile terminal by which the District may communicate during normal business hours (Monday – Friday). Email may also be an acceptable form of communication.
- d. **Time of Completion:** Bidder acknowledges that time is of the essence in completing all delivery services. It is imperative that all services be performed regularly and diligently in the time as manner as specified. The repeated documented failure of Bidder to adhere to established delivery schedule at one (1) or more service sites or to make extended changes in delivery requirements without the advance written approval of FNS may be deemed as

a default of contract.

- e. **Safety Measures:** Bidder shall take necessary steps to protect students, faculty, and general public from injury in the course of performing services at any service site. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution while operating service vehicle onsite. For the safety of students and staff, Bidder is cautioned to avoid performing services during student drop-off/pick-up times.
- f. **Invoices:** Reference Attachment A, “42. Invoices”: In addition... Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. At a minimum, invoices shall contain sufficient information, as required by the District.

Bidder shall ensure that all invoices reflect correct bid pricing and are submitted in entirety. It is preferred that the Route Service representative has an electronic device for each Manager or other authorized designee to sign at each service site at the time of delivery. If this is not possible, the Route Service representative shall submit two (2) copies of the invoice directly to each service site at the time of delivery. Bidder shall provide automatic credits for disputed charges and have one (1) billing cycle thereafter to re-bill service site should a disputed charge be unwarranted. Product shall not be delivered at any service site without having an invoice signed by Manager or other authorized designee. Invoices that are not properly and correctly prepared may cause delay of payment. SBAC reserves the right to withhold payment for any invoice that has not been appropriately signed. Specific invoicing requirements shall be negotiated and established with Bidder prior to commencement of services.

Electronic Ordering/Invoicing (EDI) – Bidder shall accept EDI files for orders over a secure server. SBAC requires that an EDI file be exchanged over a secure server weekly for invoicing. Bidder shall explain how they will comply with this requirement.

- g. **Invoice Verification/Correction:** FNS shall verify and approve all invoices, and notify Bidder should a billing error be discovered. Bidder shall promptly resolve any and all billing discrepancies, and if acknowledged, issue a corrected invoice within three (3) business days of notification. Bidder may request additional time to investigate billing errors. In such case, resolution shall be accomplished no later than next billing cycle. The repeated failure of Bidder to provide accurate, reliable, and timely invoices may be deemed as a default of contract.
- h. **Auditable Records:** Bidder shall maintain such financial records and other records as may be prescribed by the District and by applicable Federal and State laws, rules and regulations. This shall include those records to adequately support the determination of invoice unit prices and any adverse health inspection reports. All records shall be kept in accordance with generally accepted accounting principles and any time requirements as mandated by regulatory authority. At minimum, all records shall be retained for a period of three (3) years from final contract payment. These records shall be made available with reasonable notice for examination, transcription, and audit by the District, its designees, or other entities authorized by law. Copies of records shall be made provided to the District within five (5) business days of request.
- i. **Usage Reports:** Bidder shall be responsible for maintaining sufficient records to reasonably and accurately determine the sales history of all products purchased under this contract. Bidder shall be required to submit a monthly product utilization report to FNS no later than the tenth (10th) day of the month for the previous month’s deliveries. The report shall include a detailed product listing, quantity and dollar volume of all products delivered cumulatively and at each individual school.

30. Delivery Service Requirements:

- a. **Delivery Equipment:** Bidder shall possess and maintain, by ownership or long-term lease, a sufficient number of properly insulated, thermostatically controlled service vehicles in good working order to efficiently perform scheduled delivery services.
- b. **Delivery:** All products shall be delivered F.O.B. Destination, inside delivery, to each designated service site. Delivery shall not be made to a central warehouse location. Service sites do not have loading docks and cannot accommodate tractor trailer rigs.

- c. **Delivery Sites:** Reference Appendix A for a complete listing of all service sites. The addition/deletion or address change of service sites shall require written prior authorization of FNS, which shall be accepted by Bidder.
- d. **School Calendar:** A complete listing of current school hours and holiday schedules can be found on the District's website: www.sbac.edu. It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours.
- e. **Holidays and Closings:** SBAC shall be closed each year for Thanksgiving, Winter and Spring Holiday, as well as customary holidays. In addition, schools shall only be open on a limited basis during the summer months. It is anticipated that the need for milk delivery shall be significantly reduced during this time. A summer school schedule and list of open schools shall be provided to Bidder prior to last day of regular school year. Should any regularly scheduled delivery day fall on a defined holiday, delivery shall be made on the day prior or after holiday as approved by Manager.
- f. **Return of Milk and Dairy Products:** Bidder shall agree to pick-up and credit each service site account the full purchase price of any unused product on the last school day prior to any extended school closing, including Thanksgiving, Winter, and Spring Holiday, and end of school year.
- g. **Delivery Schedule:** All service sites shall require delivery on a scheduled basis during school year, from approximately the 2nd week of August through 1st week of June. Each Manager, in consultation with route service representative, shall be responsible for establishing delivery service schedule at their respective location. Delivery shall be made, at minimum, on an every-other-day basis (Monday – Friday) during regular cafeteria operating hours. No Friday afternoon deliveries shall be permitted unless authorized by Manager. All delivery schedules shall be subject to review and final approval of FNS. The District reserves the right to increase service frequency at any service site should need arise.
- h. **Delivery Schedule Deviation:** Prompt notification shall be given to Manager should there be any deviation or temporary change to delivery schedule. Deliveries that are not in accordance with schedule may be refused at the discretion of Manager. Bidder shall have a contingency delivery plan in place in the event of service vehicle breakdown or other delay. The repeated failure to adhere to delivery schedule at one (1) or more service sites may be deemed as a default of contact.
- i. **Failure to Deliver:** SBAC reserves the right to purchase product on the open market should Bidder fail to deliver product at any service site in accordance with established delivery schedule. In such event, Bidder shall be responsible for any additional cost that FNS may incur in the acquisition of product.
- j. **Delivery Time:** All service sites shall normally be open for deliveries during morning (a.m.) hours at approximately 6:00 a.m. and all products must be delivered by 1:30 pm. The receiving hours may vary by site and shall be subject to any applicable restrictions established by Manager. The District prefers the deliveries be made as early as possible to avoid any disruption at meal serving times. Under no circumstances shall delivered product be left in unsecured areas prior to normal receiving hours.

Route service representative shall not be given access (keys) to school facilities for product deliveries. Delivery times shall be consistent and not normally fluctuate by more than one (1) hour.
- k. **Stock Rotation:** Route service representative shall be responsible at time of delivery for assisting staff in stocking and rotating product in milk coolers. As practice, the most current date coded product shall be placed on bottom of cooler and oldest product rotated on top to ensure freshness. Milk cartons shall be left in the master carrying cases when stocking milk coolers. Upon completion of stocking, route service representative shall transfer all remaining product into walk-in cooler, and remove all empty master carrying cases from premises.
- l. **Method of Ordering:** Product orders shall be placed on an as-needed basis by Manager on scheduled service day. Exceptions to timing and method of product ordering shall only be made with approval of FNS.
- m. **Minimum Orders:** No minimum product orders shall be allowed.
- n. **Order Fill Rate:** Bidder shall fill all original orders at 100% on the scheduled service date and time. The documented repeated failure to deliver any product on scheduled service day at any one (1) or more schools or on

three (3) or more occasions may be deemed as a default of contract.

- o. **Special Delivery:** Any ordered products that are not available on scheduled service day shall be delivered by no later than next business day. In addition, SBAC reserves the right to request special deliveries on non-scheduled service days, subject to product and route service availability. Special deliveries shall be performed at no additional cost to the District.
- p. **Product Condition:** All milk and dairy products shall be in prime condition at time of delivery. Milk products shall be packed in master carrying cases. It shall be required that product packaging and master cartons be clean, free of any dirt, grease, or other foreign particles. Leaking, empty or sour milk cartons shall be returned to Bidder. Chronic quality issues shall not be tolerated.
- q. **Delivery Temperatures:** Delivery temperature for dairy products shall be in the range of 33° to 38° degrees. Milk delivered above 38° may be rejected and returned for credit. Milk must not be delivered frozen. In an effort to assure quality, the awarded vendor will allow temperatures to be taken at the time of delivery or when requested.
- r. **Code Date:** All individual product containers shall be date coded for shelf life. The code date for milk shall have a minimum (10) days useful life remaining at time of delivery. The District shall not serve any milk with expired code date or, in its opinion, that is not fresh. Bidder shall provide code date information with Bid response, and to each Manager upon commencement of contract.
- s. **Product Rejection:** Bidder shall agree to replace or accept the return, for full credit, any product with expired code date or otherwise found to be substandard in quality or packaging. The decision to replace or request credit shall be at the sole discretion of Manager. All requests to replace or issue credit for substandard product shall be made within reasonable time after discovery.

31. Emergency Service: It is hereby made a part of this Invitation For Bid that before, during and after a public emergency, disaster, hurricane, flood or act of God that the municipal government, through the School Board of Alachua County, shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined, by the District. By submission of Bid, Bidder agrees to give the School Board of Alachua County “first priority” status, as opposed to a private citizen, in providing goods and services to designated school(s) in an emergency situation. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. In such event, Bidder shall be required to make product delivery within twenty-four (24) hours of notification.

32. Milk Coolers: The District shall furnish and maintain all refrigerated milk coolers used in the performance of contract.

33. Price – Lot A (Milk Products) and Lot B (Dairy Products): Bid unit price, as per defined unit of measurement, for each specified item as listed on Attachment C, Form of Proposal. Decimals may be carried a maximum four places (0.0000) for unit price bid. The extended amount of invoice shall be carried no more than two places (0.00) after rounding off to next highest figure any numbers \geq five (5). All items must be bid to allow for evaluation on an overall basis. Partial Bids shall not be accepted. Unit prices shall be inclusive of all proposed products, packaging, inside delivery, supervision, labor, insurance, profit, and all other services that are necessary for the proper execution and performance of contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of contract and any subsequent renewal periods.

34. Price Adjustment (Applicable to Lot A Only):

34.1 Lot A (Milk Products): Unit prices bid for all specified milk products shall be subject to adjustment on a monthly basis in accordance with the methodology in Formula A or Formula B, as selected by Bidder on Form of Proposal. Bidder shall not modify selected formula, in all or part, without the written approval of the Purchasing Department.

34.2 Formula A

Price Calculation: All raw milk pricing for specified milk products shall be predicated on the Class 1 Price for Milk at 3.5% per cwt., as announced and published monthly by the United State Department of Agriculture (USDA), Agricultural Service, Market Administrator, for Federal Order No. 6 (Hillsborough County (Tampa) Florida), plus (+) the over order premium reflected in the “Price Announcement” for Class 1 Milk per cwt., Zone 1, as published monthly by selected Dairy Cooperative. The three major Dairy Cooperatives providing raw milk to Florida processing plants are: Southeast Milk, Inc.; Dairy Farmers of America, Southeast Council; and, Lonestar Milk Producers. Bidder shall specify Dairy Cooperative on the Form of Proposal. The utilization of other Dairy Cooperatives to establish pricing shall be subject to the written approval of the Purchasing Department.

For purposes of Bid award, Bidder shall base initial unit pricing on the announced price of Class 1 Milk for June 2023 in the “Price Announcement” for Zone 1 from applicable Dairy Cooperative. The Raw Milk price for said month shall further serve as the basis for any and all future price adjustments. Bidder shall submit copy of Dairy Cooperative Price Announcement and USDA Federal Order with Bid response.

Final Product Pricing: Effective August 01, 2023, and each month thereafter, the unit price paid to Bidder for delivery of specified milk shall be adjusted accordingly if the published monthly announced price for Class 1 Milk, Zone 1, of applicable Dairy Cooperative increases (+) or decreases (-) the price of Raw Milk (3.5% cwt.) in increments of \$0.10 per cwt., thereby increasing (+) or decreasing (-) the cost of delivered milk \$0.00054 per 8 oz. (half pint).

Price Calculation Example: To illustrate, suppose the initial Bid unit price for a half pint of 1% Low Fat milk was \$0.2125 based on the announced price for Class 1 Milk of \$24.73 per cwt., and the announced price from the Dairy Cooperative for any subsequent month increased to \$29.59 per cwt.

The unit price adjustment calculation would be as follows:

- $\$29.59$ (current price per cwt.) – $\$24.73$ (Base price per cwt.) = $\$4.86 / \$0.10 = 48.6 \times \$0.00054 = \0.0262
- $\$0.2125$ (Bid unit price) + $\$0.0262$ (adjustment) = $\$0.2387$ (current unit price)

34.3 Formula B

Price Calculation: All raw milk pricing for specified milk products shall be predicated on the Class 1 Price for Milk (Butterfat and Skim), as announced and published monthly by the United State Department of Agriculture (USDA), Agricultural Service, Market Administrator, for Federal Order No. 6 (Hillsborough County (Tampa) Florida), plus (+) the over order premium reflected in the “Price Announcement” for Class 1 Milk, Zone 1, as published monthly by selected Dairy Cooperative. The three major Dairy Cooperatives providing raw milk to Florida processing plants are: Southeast Milk, Inc.; Dairy Farmers of America, Southeast Council; and, Lonestar Milk Producers. Bidder shall specify Dairy Cooperative on Form of Proposal. The utilization of other Dairy Cooperatives to establish pricing shall be subject to the written approval of the Purchasing Department.

For purposes of Bid award, Bidder shall base initial pricing on the announced skim and butterfat prices for June 2023 in the “Price Announcement” for Zone 1 from applicable Dairy Cooperative. The announced prices for said month shall further serve as the basis for any and all future price adjustments. Bidder shall submit copy of Dairy Cooperative Price Announcement and USDA Federal Order with Bid response.

Final Product Pricing: Effective August 01, 2023, and each month thereafter, the unit price paid to Bidder for delivery of specified milk shall be adjusted in accordance with established formula if the published monthly announced price of applicable Dairy Cooperative increases (+) or decreases (-) the (A) Total Class 1 Skim Price Per Cwt., and (B) Total Class 1 Butterfat Price Per Lb.

Price Calculation Example: See Appendix B for Formula B example.

34.4 Notification: Bidder shall submit written notification to FNS and the Purchasing Department each month of contract term that a price change upward or downward has taken place. The price adjustment shall be effective with the first (1st) day of next month provided Bidder gives notice to the District by the twenty-fifth (25th) day of the previous month. Once a price adjustment has been made, unit prices shall remain fixed until the first (1st) day of any subsequent month that a price change has been announced. Should Bidder fail to properly notify FNS of any price decrease which would result in a decrease in the contract price of milk, the District shall make an appropriate reduction in price effective with the date such reduction should have been made had Bidder given proper notice or taken such other action as appropriate to give the District the advantage of said reduction.

All requests for pricing adjustment shall be submitted in written form on Bidder's company letterhead with price conversion calculations used to determine price changes, and must be accompanied by a copy of the applicable Dairy Cooperative Price Announcement and USDA Federal Order as verification of price change. Failure of Bidder to properly notify or submit documentation as required may result in refusal of any request for price increase.

34.5 Lot B (Dairy Products): Prices proposed for all dairy products shall remain firm and fixed through the initial one (1) year term of the contract. The District may thereafter, in its sole discretion, make an equitable adjustment in the contract unit pricing at the beginning (anniversary date) of any renewal periods. Any price adjustment approved by the District shall (A) be limited to only direct manufacturer generated price increases arising from escalating product ingredients, packaging, labor, and transportation costs that may have occurred after contract effective date, and; (B) remain firm during full term of contract or until such time as price adjustment process is repeated and approved by District. To be considered for price increase, Bidder shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to the anniversary date of contract year, a written request accompanied with sufficient written documentation to support request including, but not limited to, manufacturer price increase letter(s) for the specified product(s).

It shall additionally be the responsibility of Bidder to report any manufacturer price reductions that may have occurred during current contract period. SBAC reserves the right to make sole and final determination to accept, reject, or negotiate any such request for unit price adjustment as proposed by Bidder.

35. Return of Discounts, Rebates and Credits: The IFB and the pending contract shall comply with 7 CFR Parts 210, titled "National School Lunch Program," 215, titled "Special Milk Program for Children," and 220, titled "School Breakfast Program," that, in part, require the successful Bidder to provide documentation to SBAC of any discounts, rebates and other applicable credits, including but not limited to, price reductions due to product promotions, volume purchasing, on-line ordering or other electronic ordering systems, and prompt payments or advance payments, all of which have the result of lowering the price of the commodities purchased by SBAC. All such price reductions shall be passed on to SBAC by successful Bidder quarterly, or more frequently as may be required by the Food and Nutrition Services Department.

36. Discount Adjustments: No change in initial unit prices bid shall be allowed during contract term unless deemed to be in the best interest of the District. All forms of price reductions, rebates, allowances, and incentives of limited duration, and whether negotiated or offered from successful Bidder, shall be evidenced and credited against invoiced price. Payment may also be made by check payable to the School Board of Alachua County. Bidders are advised to consider this requirement in the submission of Bid prices.

37. Bid Tabulation/Evaluation

37.1 Lot A (Milk Products): The award total shall be computed by multiplying unit price times (x) estimated annual quantity to achieve the extended amount of each line item. All extended amounts shall then be totaled (+) to arrive at the award total. Award shall be made on an all-or-none basis to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications. In making recommendation for award, the Purchasing Department shall take into consideration the quality and conformity of proposed products to Bid specifications, and qualifications of Bidder, including capacity in meeting all service requirements. SBAC reserves the right to make sole and final determination of which Bids meet the requirements of this solicitation, and which respondents are responsive and responsible. Should there be any variance in package size from that as specified, the Purchasing Department shall adjust the estimated quantity based on package quantity bid and recalculate award total to reflect such variance.

37.2 Lot B (Dairy Products): The award total shall be computed by multiplying unit price times (x) estimated annual quantity to achieve the extended amount of each line item. All extended amounts shall then be totaled (+) to arrive at the award total. Award shall be made on an all-or-none basis to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications. In making recommendation for award, the Purchasing Department shall take into consideration the quality and conformity of proposed products to Bid specifications, and qualifications of Bidder, including capacity in meeting all service requirements. SBAC reserves the right to make sole and final determination of which Bids meet the requirements of this solicitation, and which respondents are responsive and responsible. Should there be any variance in package size from that as specified, the Purchasing Department shall adjust the estimated quantity based on package quantity bid and recalculate award total to reflect such variance.

38. Quality Control: Product quality, service, and delivery issues shall be documented by Manager on FNS Quality Control Report form, and forwarded to FNS. Upon review, a copy of complaint form shall be sent to Bidder for immediate remedy of issue. Bidder shall provide a written response to FNS indicating action taken within five (5) business days of receipt of complaint.

39. Habitual Violator: Reference Attachment A, “47. Termination for Default”: In addition... Should the District determine that the number of complaints at any school or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (5) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department. In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder’s record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a “habitual violator”. In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

TECHNICAL SPECIFICATIONS

1. Milk Containers: 8-ounce milk cartons shall be square type, gable top, plastic lined, disposable, and leak proof. Cartons shall be labeled with product name, size, nutrition facts, “sell by date”, and may have other printed educational information relating to nutrition and healthy lifestyles. However, no other advertisement shall be acceptable. All package labeling shall be in accordance with all regulatory labeling rules and regulations, and be subject to the approval of FNS.

2. Milk Agreement: Bidder certifies, by signing and submission of Bid, that each one-half (½) pint container of milk contains a minimum of eight (8) ounces (volumetric measure) or 228 grams of milk, as required to meet the USDA meal patterns. It is agreed and understood that should Bidder fail to comply with the packaging or delivery requirements as specified, resulting in a reclaim of Federal or State reimbursement against the District, Bidder shall: (A) pay SBAC a dollar amount equal to the amount paid Bidder for the milk product, and (B) pay SBAC the dollar amount equal to the Federal reimbursement that the District has claimed on the meals of which the milk product was a component.

3. Product Specifications: All products furnished under this contract shall be identified as having been officially inspected for wholesomeness and sanitation under a Federal and/or State regulatory program. All products shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Chapter 502, “Milk and Milk Products”, F.S.

LOT A (MILK)

Milk: Bid prices shall be for fresh milk, Grade A, Class 1 Fluid, pasteurized, homogenized, and fortified with Vitamins A and D as authorized by State and local standards. Milk shall be free from added water, preservatives, neutralizers, BST (bovine somatotropin), or other foreign matter. All milk shall meet pasteurization, percent of non-fat milk solids, percent of milk fat, and bacteria count specifications consistent with Federal and/or Florida laws, State Board of Health, requirements of Alachua County Health Department, and accepted standards of the milk industry.

1. Milk, Fat Free (Skim), White: butterfat content 0.5% or less; non-fat milk solids minimum 8.25%; characteristic mild aroma and sweet taste, off flavors and aromas are not acceptable; smooth and creamy texture with good body; Vitamins A and D fortified; 8 fluid ounce (1/2 pint); Mfg./Brand: M&B Products or equal.
2. Milk, 1% Low-Fat, White: butterfat content 1%; non-fat milk solids minimum 8.25%; characteristic mild aroma and sweet taste, off flavors and aromas are not acceptable; smooth and creamy texture with good body; Vitamins A and D fortified; 8 fluid ounce (1/2 pint); Mfg./Brand: M&B Products or equal.
3. Milk, Fat Free (Skim), Chocolate: butterfat content 0.5% or less; non-fat milk solids minimum 8.25%; includes wholesome chocolate or cocoa ingredients and nutritive sweeteners; sugar content not to exceed 22 grams; characteristic mild aroma and sweet taste, off flavors and aromas are not acceptable; smooth and creamy texture with good body; Vitamins A and D fortified; 8 fluid ounce (1/2 pint); Mfg./Brand: M&B Products or equal.
4. Milk, Fat Free (Skim), Strawberry: butterfat content 0.5% or less; non-fat milk solids minimum 8.25%; includes wholesome strawberry ingredients and nutritive sweeteners; sugar content not to exceed 22 grams; characteristic mild aroma and sweet taste, off flavors and aromas are not acceptable; smooth and creamy texture with good body; Vitamins A and D fortified; 8 fluid ounce (1/2 pint); Mfg./Brand: M&B Products or equal.
5. Milk, Lactose Free, Fat Free, White: butterfat content 0.5% or less; non-fat milk solids minimum 8.25%; characteristic mild aroma and sweet taste, off flavors and aromas are not acceptable; smooth and creamy texture with good body; Vitamins A and D fortified; 8 fluid ounce (1/2 pint); Mfg./Brand: M&B Products or equal.
6. Milk, Whole, White: butterfat content not less than 3.25%; non-fat milk solids minimum 8.25%; characteristic milk aroma and sweet taste, off flavors and aromas are not acceptable; smooth and creamy texture with good body; Vitamins A and D fortified; 8 fluid ounce (1/2 pint); Mfg./Brand: M&B Products or equal.

LOT B (SUPPLEMENTAL DAIRY PRODUCTS)

1. Yogurt, Fat-Free: Grade A; nonfat; creamy style; no artificial colors, flavors or sweeteners; flavors: strawberry, peach, and other approved flavors; Vitamins A and D fortified; 4 ounce container; Mfg./Brand: M&B Products or equal.
2. Almond Milk, Lactose Free (shelf-stable): 2.5g total fat; 160mg sodium; 8g carbohydrate; 1g protein; 450mg calcium; .5mg iron; 180mg potassium; 8 fluid ounce container (1/2 pint); Mfg./Brand: Silk Original Almond Milk, or equal.

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 23-40
MILK & DAIRY PRODUCTS – ANNUAL CONTRACT

Bidder Instructions: Bid unit price (0.0000), as per defined unit of measurement, for each specified item in Lot A and Lot B. All items must be bid to allow for evaluation on an overall basis. Partial Bids shall not be accepted. Unit prices shall be inclusive of all proposed products, packaging, inside delivery, supervision, labor, insurance, profit, and all other services that are necessary for the proper execution and performance of contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein. In addition, Bidder shall input proposed manufacture name, brand, product code, unit size, and case quantity as indicated. Refer to Attachment B, “Technical Specifications” for detailed description of products.

For purposes of Bid award, Bidder shall base initial unit pricing on the announced price of Class 1 Milk as published for **June 2023**, “Price Announcement” for Zone 1 from applicable Dairy Cooperative.

Dairy Cooperative

Specify Dairy Cooperative applicable to this Bid: _____

Price Adjustment (Lot A)

Effective August 01, 2023, and each month thereafter, the unit price paid to Bidder for delivery of specified milk shall be adjusted in accordance with the following selected formula. Refer to Attachment B, “Price Adjustment” for explanation of each formula. Failure to specify formula may result in disqualification of Bid.

Select (✓) Formula A **or** B which shall serve as the basis of monthly price adjustments:

- Formula A:** The Announced Price for Class 1 Price of Milk (3.5% per cwt.), from specified Dairy Cooperative for Zone 1, for June 2023, is \$ _____ per cwt.
- Formula B:** The Announced Price from specified Dairy Cooperative for Zone 1, for April 2023, is: Total Class 1 Skim Price \$ _____ per cwt.; Total Class 1 Butterfat Price \$ _____ per Lb.

LOT A (MILK PRODUCTS)

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
1.	<u>Milk, Fat Free (Skim), White; 8 oz.; gable top carton, as specified</u>	133,750	Ea.	\$	\$
Proposed Product:					
	Manufacturer	Brand	Product Code	Unit Size	Case Qty.

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
2.	<u>Milk, 1% Low-Fat, White; 8 oz.; gable top carton, as specified</u>	859,351	Ea.	\$	\$
Proposed Product:					
	Manufacturer	Brand	Product Code	Unit Size	Case Qty.

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
3.	<u>Milk, Fat Free (Skim), Chocolate</u> ; 8 oz.; gable top carton, as specified	1,783,373	Ea.	\$	\$
Proposed Product:					
Manufacturer		Brand		Product Code	Unit Size Case Qty.

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
4.	<u>Milk, Fat Free (Skim), Strawberry</u> ; 8 oz.; gable top carton, as specified	868,375	Ea.	\$	\$
Proposed Product:					
Manufacturer		Brand		Product Code	Unit Size Case Qty.

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
5.	<u>Milk, Lactose Free, Fat Free, White</u> ; 8 oz.; gable top carton, as specified	9,231	Ea.	\$	\$
Proposed Product:					
Manufacturer		Brand		Product Code	Unit Size Case Qty.

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
6.	<u>Milk, Whole, White</u> ; 8 oz.; gable top carton, as specified	10	Ea.	\$	\$
Proposed Product:					
Manufacturer		Brand		Product Code	Unit Size Case Qty.

AWARD TOTAL (LOT A)	\$
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LOT B (DAIRY PRODUCTS)

Bid unit price (0.0000), as per defined unit of measurement, for each specified item in Lot A and Lot B. All items must be bid to allow for evaluation on an overall basis. Partial Bids shall not be accepted. Unit prices shall be inclusive of all proposed products, packaging, inside delivery, supervision, labor, insurance, profit, and all other services that are necessary for the proper execution and performance of contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein. In addition, Bidder shall input proposed manufacture name, brand, product code, unit size, and case quantity as indicated. Unit prices shall be firm and fixed through the initial one-year term of contract.

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
1.	<u>Yogurt, Low-Fat</u> , as specified, flavors: strawberry, peach and vanilla	226,040	4 oz. cont.	\$	\$
Proposed Product:					
Manufacturer		Brand		Product Code	Unit Size Case Qty.

#	Description	Est. Qty.	U/M	Unit Price	Extended Amount
2.	<u>Almond Milk, Lactose Free (shelf-stable)</u> : as specified. Various flavors.	50,000	8 oz. cont.	\$	\$
Proposed Product:					
Manufacturer		Brand		Product Code	Unit Size Case Qty.

AWARD TOTAL (LOT B)	\$
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AWARD TOTAL (LOTS A & B)	\$
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Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued. If an addendum has been issued, Bidder shall acknowledge receipt and acceptance of any addenda issued in the spaces provided below.

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

QUESTIONNAIRE:

Designated Account Representative

Name: _____ Title: _____

Phone #: _____ Fax #: _____

Cell #: _____ Email: _____

Second Contact (if Account Representative is not available):

Name: _____ Title: _____

Phone #: _____ Fax #: _____

Cell #: _____ Email: _____

Facility if same as above

Address of distribution facility for which route delivery services will be dispatched under this contract:

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Experience

- Years in business under present name: _____
- Years performing contract services in the State of Florida: _____
- Years performing contract services within limits of Alachua County: _____

Business Operations

- Bidder is a: Commercial Dairy Authorized Distributor for Commercial Dairy(s)
- Number of established delivery routes currently servicing Alachua County: _____
- Is your business office staffed during regular business hours? Yes No
- State regular business hours: _____ to _____
- Is it your firm's intent to subcontract any part of this contract? Yes No
If yes, provide subcontractor information with bid submittal.
- Does your firm currently offer a discount for prompt payment of invoices? Yes No
If yes, state terms and conditions: _____

Electronic Invoicing/EDI

In an attached document, explain how the order/invoicing requirement(s) stipulated in Attachment B, Section 27, Item F will be accomplished.

Formula A or B Supporting Documentation

Is a copy of the Dairy Co-Op Price Announcement and USDA Federal Order for Formula A or Formula B attached? Yes No

References

Provide five (5) references for commercial accounts (business/institutional) that your firm has performed contract services to within the past two (2) years. A minimum of one (1) reference shall be a public-school district within the State of Florida similar in size and scope of this contract.

1. Company/Organization name: _____
Address: _____
City: _____ State: _____ Zip: _____
Scope of Services: _____
Contact name: _____ Title: _____
Telephone #: _____ Email: _____
Under current contract: Yes No Contract Dates: _____

2. Company/Organization name: _____
Address: _____
City: _____ State: _____ Zip: _____
Scope of Services: _____
Contact name: _____ Title: _____
Telephone #: _____ Email: _____
Under current contract: Yes No Contract Dates: _____

3. Company/Organization name: _____
Address: _____
City: _____ State: _____ Zip: _____
Scope of Services: _____
Contact name: _____ Title: _____
Telephone #: _____ Email: _____
Under current contract: Yes No Contract Dates: _____

4. Company/Organization name: _____
Address: _____
City: _____ State: _____ Zip: _____
Scope of Services: _____
Contact name: _____ Title: _____
Telephone #: _____ Email: _____
Under current contract: Yes No Contract Dates: _____

5. Company/Organization name: _____
Address: _____
City: _____ State: _____ Zip: _____
Scope of Services: _____
Contact name: _____ Title: _____
Telephone #: _____ Email: _____
Under current contract: Yes No Contract Dates: _____

APPENDIX A					
DISTRICT SERVICE SITES					
	SCHOOL	PHONE #	ADDRESS	CITY	ZIP
	ELEMENTARY (23)				
1	ALACHUA	386 462-4129	13800 NW 140 TH St.	Alachua	32615
2	ARCHER COMMUNITY	352 495-9293	14533 SW 170 TH St.	Archer	32618
3	LAWTON CHILES	352 333-2821	2525 Schoolhouse Rd.	Gainesville	32608
4	CAROLYN PARKER	352 955-6725	1912 NW 5 TH Ave.	Gainesville	32603
5	STEPHEN FOSTER	352 955-6726	3800 NW 6 TH St.	Gainesville	32609
6	GLEN SPRINGS	352 955-6728	2826 NW 31 ST Ave.	Gainesville	32605
7	HIDDEN OAK	352 333-2820	9205 NW 23 RD Ave.	Gainesville	32606
8	HIGH SPRINGS COMM.	386 454-4199	1015 N. Main	High Springs	32643
9	IDYLWILD	352 955-6729	4601 SW 20 TH Terrace	Gainesville	32608
10	W.W. IRBY	386 462-5703	13505 NW 140 TH St.	Alachua	32615
11	LAKE FOREST	352 955-6730	4401 SE 4 TH Ave.	Gainesville	32641
12	LITTLEWOOD	352 955-6732	812 NW 34 TH St.	Gainesville	32605
13	MEADOWBROOK	352 333-2828	11525 NW 39 th Ave.	Gainesville	32606
14	W. A. METCALFE	352 955-6733	1250 NE 18 TH Ave.	Gainesville	32609
15	NEWBERRY	352 472-1132	25705 SW 15 TH Ave.	Newberry	32669
16	C.W. NORTON	352 955-6904	2200 NW 45 TH Ave.	Gainesville	32605
17	W.K.RAWLINGS	352 955-6735	3500 NE 15 TH St.	Gainesville	32609
18	CHESTER SHELL	352 481-1919	418 NW 3 RD Ave.	Gainesville	32640
19	WM. S. TALBOT	352 955-6736	5701 NW 43 RD St.	Gainesville	32653
20	MYRA TERWILLIGER	352 955-6737	3999 SW 122 nd St.	Gainesville	32607
21	KIMBALL WILES	352 955-6879	4601 SW 75 TH St.	Gainesville	32608
22	JOSEPH WILLIAMS	352 955-6739	1245 SE 7 TH Ave.	Gainesville	32641
	MIDDLE SCHOOLS (07)				
23	FORT CLARKE	352 333-2819	9301 NW 23 RD Ave.	Gainesville	32609
24	HOWARD W. BISHOP	352 955-6721	1901 NE 9 TH ST.	Gainesville	32606
25	KANAPAHA	352 955-6963	5005 SW 75 TH St.	Gainesville	32608
26	LINCOLN	352 955-6731	1001 SW 12 TH St.	Gainesville	32641
27	MEBANE	386 462-4130	16401 NW 140 TH St.	Alachua	32615
28	OAK VIEW	352 472-1134	1203 SW 250 TH St.	Newberry	32669
29	WESTWOOD	352 955-6738	3215 NW 15 TH Ave.	Gainesville	32605
	HIGH SCHOOLS (07)				
30	BUCHHOLZ	352 955-6722	5510 NW 27 TH Ave.	Gainesville	32606
31	EASTSIDE	352 955-6724	1201 SW 45 TH Terrace	Gainesville	32641
32	GAINESVILLE	352 955-6727	1900 NW 13 TH St.	Gainesville	32609
33	HAWTHORNE	352 481-1918	602 W. Lake Ave.	Hawthorne	32640
34	LOFTEN CENTER	352 955-6853	3000 E. University Ave.	Gainesville	32641
35	NEWBERRY	352 472-1133	400 SW 258 TH St.	Newberry	32669
36	SANTA FE	386 462-3494	16331 NW U.S. 441	Alachua	32615
	CENTERS (04)				
37	A.Q. JONES	352 955-6840	11008 NW 7 th Ave.	Gainesville	32601
38	CAMP CRYSTAL LAKE	352 425-1414	Route 3, Box 1121	Stark	32091
39	SIDNEY LANIER	352 955-6861	312 NW 16 TH Ave.	Gainesville	32601
	OTHER LOCATIONS (01)				
40	P.K YOUNG (K-12)	352 392-1554	1080 SW 11 th St.	Gainesville	