

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA		INVITATION FOR BID	
SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>		Bidder Acknowledgement and Acceptance Form	
BID TITLE: SANITATION AND CLEANING SUPPLY PROGRAM (FOOD SERVICE)		BID NO. 25-49	
DELIVERY F.O.B. DESTINATION: All Designated Schools and Centers		ISSUE DATE: June 3, 2025 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018	
BID DUE DATE AND TIME: June 26, 2025 at 3:00 p.m. (EST)		BID OPENING: Purchasing Department	
A pre-bid meeting is scheduled for N/A . This is a N/A meeting .			

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 #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID#:

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:

School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601
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If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Administration 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 #25-49, SANITATION AND CLEANING SUPPLY PROGRAM (FOOD SERVICE)", TO BE OPENED AT 3:00 P.M., JUNE 26, 2025.** 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

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	7
<input type="checkbox"/>	Affidavit Regarding the Use of Coercion for Labor and Services	8
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	41-42
<input type="checkbox"/>	Bidder Questionnaire	43-44
<input type="checkbox"/>	References	45-46
<input type="checkbox"/>	Product Information (Published Literature/Specifications, SDS forms)	25
<input type="checkbox"/>	Product Recall Procedures	26
<input type="checkbox"/>	HACCP Plan	23
<input type="checkbox"/>	Required Submittals	31

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 #25-49 – SANITATION AND CLEANING SUPPLY PROGRAM
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 \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](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 #25-49 – SANITATION AND CLEANING SUPPLY PROGRAM	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Affidavit Regarding the Use of Coercion for Labor and Services

<p>Respondent Vendor Name: _____</p> <p>Vendor FEIN: _____</p> <p>Vendor's Authorized Representative Name and Title: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ ZIP: _____</p> <p>Phone Number: _____</p> <p>Email Address: _____</p>
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Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Alachua County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

<p>Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.</p> <p>By: _____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE</p> <p>Print Name and Title: _____</p> <p>Date: _____</p>

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 #25-49 – SANITATION AND CLEANING SUPPLY PROGRAM	
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 contract 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 disbarred 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 sub-contractors. 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, or 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 it 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/ACPSINFOSECRES_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).
77. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code

of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SBAC is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Bidder agrees that it is not providing SBAC with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, Bidder certifies its compliance with this provision. The Bidder shall pass these requirements down to any of its subcontractors funded under this Agreement. The Bidder shall notify SBAC if the Bidder cannot comply with the prohibition during the performance of this Contract.

78. **DOMESTIC PREFERENCES FOR PROCUREMENTS:** (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
79. **PROHIBITED INFORMATIONAL REQUEST:** The SBAC will not request documentation of, consider, or give a preference based on the vendor's social, political, or ideological interests

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 25-49
SANITATION AND CLEANING SUPPLY
PROGRAM (FOOD SERVICE)

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

1. Scope of Service: The purpose of this IFB is to select a service provider (hereinafter “Bidder”), and establish a firm fixed price contract for the provision of a comprehensive sanitation and cleaning supply program that is common and necessary to the food service operations of a K-12 educational facility. The Food and Nutrition Services Department (hereinafter “FNS”) currently serves a population of approximately 30,000 students, located in thirty-nine (39) schools and centers and one (1) other private school under cooperative agreement with District (hereinafter “service sites”). In addition, FNS currently prepares meals for several other remote locations.

In brief, program services shall generally include, but not be limited to: direct monthly delivery of all specified sanitation and cleaning chemical products, materials and ancillary products to all designated service sites within the District; onsite, continuous detailed training specific to mixing and use of chemical products, safe food handling, sanitation, and safe working practices; monitoring of all service sites to ensure compliance with established FNS operating procedures, industry standards, and all regulatory requirements; documenting training and site observations as verification of program compliance; performing corrective training of any non-compliance issues; and, performing other program support tasks as required.

It shall be the responsibility of awarded Bidder to provide all technical expertise, supervision, qualified service labor, training, customary equipment and trade accessories, all specified products, materials and supplies, transportation, and other services that are necessary for the execution and effective and efficient performance of program. Service response shall be required at all designated service sites within the District in strict accordance with established schedule. All program services shall be billed to the District based in strict accordance with prescribed pricing/billing method.

The primary objective of the District in awarding contract is to achieve and maintain a safe environment for serving food to students and staff. To that end, Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, and compliant with all regulatory requirements.

THIS AGREEMENT SHALL NOT BE ELIBILGE FOR USE BY ANOTHER OTHER PUBLIC AGENCY OR ENTITY.

2. Tentative Schedule:

▪ June 3, 2025	Invitation for Bid Issued
▪ June 12, 2025.....	Last Day to Submit Questions
▪ June 26, 2025	Bid Due Date
▪ July 31, 2025	Planned Award Date
▪ August 1, 2025	Commencement of Services

3. Service Conditions: Reference Attachment A, “6. Work Conditions/IFB Examination”. In addition... Bidder is advised to carefully examine all IFB specifications and to become thoroughly informed regarding any and all conditions and requirements that may affect the services to be provided under this contract. It shall be the sole responsibility of Bidder to make such investigations and inspections as appropriate to fully understand and become familiar with all facilities, and any difficulties and restrictions attending the execution of service.

Failure to make such examinations shall not relieve Bidder of any obligations with respect to IFB and subsequent contract. No deviations or allowances shall be made because of lack of physical examination of the facilities or knowledge of difficulties affecting the work that may not specifically be addressed in IFB.

4. Award: The District anticipates making award of a firm fixed-price contract on an all-or-none basis to the low, responsive, and responsible Bidder in the opinion of SBAC. The contents of the IFB and all provisions of the

successful Bidder's submitted Form of Proposal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, will not be issued. In making recommendation for award, the Purchasing Department shall take into consideration the compliance to IFB specifications, and qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications.

5. Contract Term/Renewal Option: The contract term shall be approximately two (02) years, beginning August 01, 2025, and ending July 31, 2027. The contract may thereafter be renewed for two (02) additional one (01) 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 Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon by the School Board.

6. Contract Value: The total number of schools and centers to be serviced within the District under the pending contract is 40. For Bid pricing purposes, the total number of meals (Breakfast + Lunch) served during the 2023/24 school year was approximately 4,011,038. This estimate is presented to Bidder as a guide in preparing Bid response. Even though this estimate is based on actual historical usage, it does not constitute a guarantee of purchase, and actual meal servings may be more or less than indicated during term of contract. No volume of services is guaranteed nor implied by SBAC under this contract. It is understood that prices bid shall be honored regardless of the actual quantity of meals served on an annual basis.

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. Service Modification: Both temporary and extended changes in service requirements may occur over the life of contract. SBAC may add, delete or change service locations, and other requirements as changes may occur. It is agreed and understood that such modifications shall be allowed under the terms of awarded contract, and unless otherwise permitted and expressly stated herein, shall not cause any change in unit prices bid. Bidder shall not unilaterally modify the terms and conditions of contract by affixing additional provisions based on said modifications. Any and all changes to service requirements shall be approved by the Purchasing Department and executed by written modification to the contract.

9. Bidder Qualifications: SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide evidence 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: Bidder shall be an established firm, whose sole or primary business includes the provision of the type products and services described herein to commercial (business/institutional) accounts as typical of District.

All elements of IFB shall be required to be offered. 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 (03) consecutive years. Demonstration of past successful experience with commercial accounts in the food service industry including other school districts within the State of Florida similar in the size and scope of this contract shall be required. Service experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder.

Bidder shall be licensed and insured to perform all services described herein within the State of Florida, and limits of Alachua County, Florida. It shall be the responsibility of Bidder to possess and maintain, for the life of the contract, all permits, licenses, certificates, and approvals as required by all regulatory agencies having jurisdiction and authority under this contract.

B. Product Line: Bidder shall be required to be a current authorized distributor for each proposed manufacturer of products for the duration of contract. For purposes of contract, distributor shall mean a manufacturer's approved agent authorized to market, offer, distribute, and install product. Bidder shall be in compliance with all

manufacturer certification requirements. By signing Bid, prospective Bidder, certifies that they are in “good standing” with each manufacturer and currently approved to represent manufacturer’s products to the District. Verification of manufacturer’s approval shall be provided upon request by District. Specific criterion as appropriate to manufacturer and product is further delineated herein.

- C. Location: It is understood that service response time is an essential part of this contract. Bidder shall be located within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements as specified herein. 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, technical expertise, equipment, facilities, supervisory capability, qualified personnel, equipment, and technical tools of the trade to ensure competent, prompt, and efficient service on a District-wide basis in support of this contract. Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;
- E. Accounting Practices: Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilizations reports, and other data necessary as required by District.
- 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, and to make sole and final determination as to Bidder’s compliance and capability in meeting the requirements of IFB. It shall be the responsibility of Bidder to provide any further evidence and support documentation as deemed appropriate by District during the evaluation process 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.

10. 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.

11. 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.

12. 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 three 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).
- **Civil Rights Statement:** The Offeror 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).

13. Manufacturer Sanitation Compliance: All products provided in the performance of this contract shall be manufactured by a plant that meets the sanitation rating of 90% or higher in compliance with "United States Public Health Service Sanitation Compliance List" at the time of Bid opening, and for duration of contract term.

14. Exclusivity: SBAC reserves the right to perform, or cause to be performed, any part of the services described herein with District employees, as permitted by law. In addition, SBAC reserves the right to acquire products and/or services from any other source or via any other procurement method deemed by SBAC to be in its best interest, without penalty or prejudice to SBAC in the event: (A) Bidder is not able to provide all or part of products and/or services in the time and manner as specified, or; (B) the District requires specialized products and/or services that are not provided by Bidder as part of contract, or; (C) in cases of emergency; or; (D) in fulfillment of Board Policy.

15. Omissions from the Specifications: Reference Attachment A, "7. Silence of the Specifications": In addition... The apparent silence of this specification on any details, or omissions from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All products/services described herein shall be of the highest quality, and provided in a professional, efficient and timely manner, in accordance with IFB specifications, manufacturer recommendations, industry standards, and all regulatory requirements. All interpretations of this contract shall be made upon the basis of this statement. Furthermore, should any services, functions or responsibilities, not specifically described in this IFB, be necessary for the proper and customary performance and provision of the services, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described herein.

16. Dispute: Any dispute concerning the interpretation of specific contract requirements including specific exclusions, if any, shall be resolved by the Purchasing Department in consultation with FNS. Should any technical issues require

clarification, the District may, at own expense, confer with third party consultant. A written copy of decision shall be provided to Bidder. It is agreed and understood that the decision of the Purchasing Department shall be final and conclusive.

17. 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.

18. 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.

19. Personnel: Reference Attachment A, “40. Bidder Personnel”: In addition...The District considers the expertise, experience and training of personnel a critical element of this contract. To that end, it shall be required that Bidder employ and have available an adequate number of qualified, full-time, and permanent personnel who have been sufficiently trained for proficiency in the standards, procedures, and operating requirements of their specific work responsibilities, and who are completely familiar with the practices and methods to be utilized in providing the services described herein. It shall be the responsibility of Bidder to establish personnel qualifications and provide training that would ensure that all services are performed correctly, efficiently, and securely in conformance to all regulatory requirements and standards of care as reasonably expected by District.

- a. **Account Representative:** Bidder shall assign one (1) Account Representative to contact regarding: technical assistance and consultations; product quality control; service scheduling; performance related issues; billing disputes; and, any other issues that have not been satisfactorily resolved. Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Bidder and the District on all matters pertaining thereof. It shall be the responsibility of Account Representative to respond to calls for assistance within four (4) hours of initial contact during regular business hours, and two (2) hours for situations identified by the District as “urgent”. Account Representative shall be available to make periodic visits to the District as needed. The cost of Account Representative’s services shall be an element of Bidder’s overhead burden in unit price bid.
- b. **Service Representative:** Bidder shall assign one (1) or more Service Representatives who will be responsible for making monthly onsite visits to all designated service sites. Service Representative shall be knowledgeable and familiar with the contract and all services to be provided in the performance program. It shall be the responsibility of Service Representative to respond to calls for technical assistance or re-supply needs within four (4) hours of initial contact during regular business hours, and two (2) hours for situations identified by the District as “urgent”. The cost of Service Representative’s services shall be an element of Bidder’s overhead burden in unit price bid.
- c. **Certification:** By submission of Bid, Bidder certifies that all personnel to be assigned duties in the performance of contract currently meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties. The assignment of any personnel not meeting minimum qualifications may be deemed as a default of contract.
- d. **Unsatisfactory Personnel:** All services shall adhere to the highest standards of care and be performed to the complete satisfaction of the District. The District reserves the right, at its sole discretion, to require removal of any assigned personnel who fail to perform their duties in a competent and professional manner or otherwise deemed to be unacceptable for just cause. In such event, the District Representative shall notify Bidder and request removal of individual at mutually agreeable time. Bidder may further be prohibited from assigning individual in any future services performed under this contract.
- e. **Fingerprinting and Background Checks:** Reference page 5, “Jessica Lunsford Act – Bidder Affirmation Form”. All personnel assigned duties shall be required to be fingerprinted and background checked in

accordance with the Jessica Lunsford Act. Upon clearance, a photo ID card shall be issued which shall be visibly display and immediately presented upon request by District staff. The cost of fingerprinting shall be the sole responsibility of awarded Bidder and included as an element of overhead burden in the unit prices bid. Failure to Bidder to comply with the background screening requirements of the District may be deemed as a default of contract. Further information regarding JLA requirements can be found on the Purchasing Department website.

- f. **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.

- g. **Personnel Conduct:** Reference Attachment A, “40. Bidder Personnel”: In addition... It shall be the responsibility of Bidder to inform all assigned personnel of the rules and regulations of the District as specified herein. Bidder’s personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a 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. Interaction with student population shall be strictly prohibited. When in contact with school staff, 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 be allowed in any area of the building other than the area of work responsibility without the knowledge of appropriate District staff;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Bidder’s personnel and verified by the District shall be billed to Bidder;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Bidder.

Violation of this provision may result in removal of the individual(s) involved from the District site, and further, the Bidder may be prohibited from employing the individual(s) in any future work with the SBAC performed under the pending contract.

20. Product: Reference Attachment A, “9. Manufacturer’s Name and “Or Equal” Products”: In addition... The identification of specific manufacturer brand products herein is for example only and is not intended to limit competition. The District shall allow and consider the proposal of products from any manufacturer that meet or exceed the applicable IFB specifications, which reflect the District’s minimum requirements for the products specified herein. Bidder shall specify manufacturer name and product code for each product bid on Form of Proposal. Failure to submit complete manufacturer information may cause item to be nonresponsive.

It is the sole responsibility of Bidder to carefully examine the specifications of each listed product to ensure that each proposed product meets the IFB specifications. Bidder shall inform District, as attachment to Bid response, of any product variances, however slight, from listed specifications. The District may, in its sole discretion, disregard minor variations or irregularities from listed specifications if the proposed products meet or exceed the quality and performance levels of product examples. However, proposed products that significantly deviate, in the opinion of District, from established industry standards or the specifications of listed products, including performance criteria, material composition, packaging, and other characteristics as identified herein, may be considered non-responsive. 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 shall be grounds for termination of contract.

21. Product Literature: Bidder shall submit manufacturer literature, technical specifications, and SDS's for all proposed products and dispensing system equipment with Bid response. Product information shall be the most current available and be sufficiently detailed and descriptive so as to permit the District to ascertain a products suitability and compliance with Bid specifications. Product literature shall clearly indicate compliance of any proposed "or equal" product to specified brand product. Failure to submit product literature/ specifications in the time and manner as specified or in sufficient detail to substantiate compliance with specifications may result in item being declared non-responsive.

22. Standards and Testing: As a means of establishing the quality and anticipated performance of products desired, it shall be required that proposed products and dispensing system be: (A) produced by a generally known and industry recognized manufacturer, and; (B) successfully utilized by other school districts within the State of Florida similar in size and scope of this contract.

SBAC reserves the right to perform any testing as necessary during Bid evaluation and after award of contract to ensure conformity of products to Bid specifications. This may include in-use performance testing, and testing of product samples by a third-party independent laboratory. The District shall be responsible for all expenses associated with testing of any products at independent laboratory, including shipping cost. Should any product fail to meet minimum Bid specifications, the District reserves the right to return product, at Bidder's expense, for full credit. Bidder shall also be responsible for all costs associated with test analysis.

23. Samples: Reference Attachment A, "24. Samples": In addition... Samples shall not be required prior to Bid opening unless as otherwise stated herein. SBAC reserves the right to request samples of any or all specified products, training materials, and program support materials during the Bid evaluation process. All such required samples shall be submitted within three (03) business days of request by the Purchasing Department. Samples furnished must conform exactly to the products as proposed, and be plainly marked with Bid number and Bidders' name. Any samples that are not destroyed or consumed during evaluation process may be claimed by Bidder within ten (10) business days of award of contract. Samples that are not claimed within specified time period shall become the property of the District. The District shall not purchase samples and shall not assume any cost incidental thereto. Failure to provide product samples in the time and manner as specified may cause product to be non-responsive.

24. Product Substitutions: Bidders are requested to propose products that will be available during the full term of contract. Bidder shall not provide or substitute any product for any awarded product without the express written approval of the Purchasing Department. New variations or substitutions for awarded products that have been discontinued by manufacturer may be considered if it is in the best interest of the District. Request for approval shall be made a minimum of thirty (30) calendar days in advance of anticipated product change. The District shall only consider substitutions within awarded manufacturer product lines that conform to the specifications contained herein.

In no event shall the substitution of any product cause increase of price bid. Failure to obtain written approval of Purchasing Department prior to making any product substitution shall be grounds for contract termination.

25. 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. The total projected annual expenditure for all additional products added may not exceed 10% of the annual 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.

26. 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.

27. 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 contract, in the event the primary point of contact is unavailable or cannot be reached by District staff.

28. General Service Guidelines:

- a. **General Supervision:** Bidder shall be responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the services provided under this contract. It shall be the sole responsibility of Bidder to ensure that services are being accomplished correctly and safely in conformance to specifications and all regulatory codes, and that progress is being made sufficient to meet each project's schedule. Bidder shall work jointly and cooperatively with District Representative to resolve any performance issues and scheduling problems. Bidder's establishment of quality control standards and a system for inspecting and correcting work deficiencies is critical to the success of contract. The failure of the District to immediately reject any unsatisfactory work or to notify Bidder of such deficiencies shall not relieve the Bidder of any responsibilities specified herein. The cost of general supervision shall be an element of the Bidder's overhead burden in the unit prices bid.
- b. **Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate work requirements and other messages during normal business hours (Monday – Friday) from approximately 7:00 a.m. to 5:00 p.m. Email may also be an acceptable form of communication. In addition, Bidder shall provide a method of communication access by which District may request emergency service response.
- c. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period (June – August). It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: www.sbac.edu.
- d. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the Site Manager or designee at each service site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. All personnel shall possess and display the SBAC issued photo ID card which shall be presented immediately upon request by District personnel. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.
- e. **Time of Completion:** Bidder acknowledges that time is of the essence in completing all services in accordance with established schedule. Bidder agrees that all services shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the specified time schedule for each service site.

It shall be the responsibility of Bidder to notify District Representative should it not be possible to adhere to the established schedule for any reason. The length of time to commence and complete specified services may be a factor in the award. The failure to adhere to established service schedule at any service site on two or more occasions may be deemed as a default of contract.

- f. **Safety Measures:** Reference Attachment A, "36. Safety Standards": In addition ... Bidder shall take all necessary steps to protect the staff from injury in the course of the work. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of services. District Representative shall have the authority to immediately stop any work when conditions are deemed unsafe. Bidder shall immediately report any accidents causing injury to District Representative. Upon completion of services, Bidder shall eliminate any hazardous condition resulting from its activities. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).
- g. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure District property is protected from Bidder's activities. Bidder shall be responsible for the protection of all District facilities and other improvements against operations that may be hazardous and/or damaging to said property. Bidder shall notify District Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.
- h. **Utilities:** Bidder shall be cognizant of, and operate with due care in the vicinity of all existing surface utilities. Prior to commencement of work, Bidder shall familiarize himself with the location of all utilities within the specific worksite area.
- i. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and District Representatives of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.

29. Equipment: Bidder shall currently possess and have readily available all service vehicles, equipment, tools, and customary trade accessories as necessary to adequately and efficiently perform its contractual duties. A minimum of one (01) reserve vehicle shall be immediately available to resume normal service duties without interruption in the event of primary service vehicle breakdown. Unless as otherwise permitted and expressly stated, the cost of customary equipment shall be an element of price bid. The District shall not be charged for any customary equipment deemed, in its opinion, to be standard or essential in the performance of services, or for auxiliary equipment utilized in support thereof. Any dispute concerning the interpretation of customary equipment shall be resolved by the Purchasing Department in consultation with FNS. Any such decision shall be final and conclusive. It is understood that having the necessary and operable equipment is critical to the performance of the contract. The failure of Bidder to commence or complete any program services as a result of not having such equipment may be deemed as a default of contract.

30. Price: Bid unit price on Attachment C, Form of Proposal, to be charged for each defined category on a per meal basis for the provision of the comprehensive sanitation and cleaning supply program, as described herein. Decimals may be carried a maximum of six (06) places for unit price bid. It is the intent of the District that a full-service program be established encompassing all elements of IFB, and that all services be offered. Price bid shall be inclusive of all: technical expertise; supervision; qualified service labor; customary equipment, tools and trade accessories; training; all specified products, materials, and supplies; delivery; transportation; insurance; profit; and, any and all other direct and indirect cost associated with the execution and performance of the contract.

All chargeable program services shall be included and performed complete for price bid regardless of final cost incurred. No additional costs, expenses or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, unit price bid shall be firm and fixed for the term of the contract and any subsequent renewal periods.

31. Price Adjustment (Renewal only): Prices bid shall remain firm and fixed through the initial two (02) year period of contract. Bidder may petition the District for a price adjustment at the beginning (anniversary date) of each one (01) year renewal period thereafter, on the basis of changes in the costs of operation that may have occurred after contract effective date and which, by all reasonable expectations, shall continue for at least one year. Bidder's petition shall contain substantial justification and evidence to support the need for price adjustment. Additional information may be requested by District as reasonably necessary to evaluate request. Only one (01) price adjustment shall be permitted per contract year.

Any price adjustment approved by the District shall: (A) be limited to only direct price increases arising from escalating labor, parts and materials, and transportation costs that may have occurred after contract effective date, and; (B) be comparable to industry related indices relating to costs of operation, and; (C) not exceed three percent (03%) of the contract unit Bid price, in effect at time of request, and; (D) remain firm during full term of contract or until such time as price adjustment process is repeated and approved by District.

Any price redetermination shall be based solely upon the documentation provided, and shall not exceed the percent rate (%) of inflation as determined by the Consumer Price Index (CPI), All Urban Consumers, U.S. City Average, All Items, not seasonality adjusted, base period (1982 – 84 = 100), as published by the U.S. Department of Labor, Bureau of Statistics (Series Id: CUUR0000SA0), or any successor index. Current CPI data can be found at: <http://stats.bls.gov/cpi/> . Should the referenced index be discontinued, then an index shall be selected that is mutually agreeable to both parties. If no agreement can be reached, then the contract shall terminate at the end of its current term. The District reserves the right to also petition Bidder under the same guidelines should there be a decrease in CPI after any upward price adjustment has been granted. However, in no event shall downward adjusted price be lower than original price bid.

The referenced CPI shall be determined by using the simple percentage method of calculation to compute the percentage change based on the difference between most current available index data and published (base) data at time of previous contract anniversary date. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase that may be allowed.

To be considered for price adjustment, Bidder shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to contract anniversary date, a written request accompanied with written documentation of baseline cost and escalated cost. The Purchasing Department shall review request and correlate with available CPI data, taking into consideration current market conditions and other information as deemed relevant.

SBAC reserves the right to make sole and final determination to accept, reject, or negotiate any request for price adjustment. Pricing shall remain constant when market conditions warrant no price adjustment. Any approved price adjustment shall be executed by written modification to contract and remain firm during the full term of contract or until such time as process is repeated. Should parties not agree on any price redetermination, then the contract will expire without prejudice.

32. 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, to accurately determine the extent of services provided and accuracy of billing. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by any required support documentation may cause delay of payment.

Bidder shall ensure that all invoices reflect correct Bid pricing and are submitted in entirety within ten (10) business days of end of month. Invoices that are not properly and correctly prepared may cause delay of payment. Invoices shall be shall be emailed to: foodserviceinvoices@gm.sbac.edu. Payment shall be made for services satisfactorily performed in accordance with the IFB. The District does not pay invoices in advance of service (prepay).

Billing for program services shall be in accordance with the following methodology:

Bidder shall submit one (01) single invoice on a monthly basis, listing each category as separate line item as follows:

Category A (with Dish Machine): # Service Sites times (x) applicable Monthly Service Fee = Monthly Total

Category B (without Dish Machine): # Service Sites times (x) applicable Monthly Service Fee = Monthly Total

Whereas,

- Total Meal Servings (Breakfast + Lunch) times (x) Unit Price bid = Category Annual Cost.
- Category Annual Cost / 12 (Months) / # Service Sites = Monthly Service Fee (per Service Site).
- Current Participation: 40 Service Sites consisting of: Category A, 26 service sites; Category B, 14 service sites.
- Meal Servings shall be defined as all Breakfast and Lunch meals, reimbursable by USDA National School Lunch Program, served during school year.
- School year shall be defined as first day of school (approx. 3rd week of August) through end of July (end of summer program).
- Year 01: Billing shall be in twelve (12) monthly installments, beginning September 01 for services completed during the previous month (August), followed by eleven (11) installments.

For billing purposes, it is understood that the program Annual Cost shall be determined and thereafter based on the previous year's updated Total Meal Servings*. It is anticipated that this information shall be made available during the month of August of each year. The recalculated cost, either increased or decreased, must be reflected on the first invoice of new school year.

- Year 02/Renewal Periods: Billing shall be in twelve (12) monthly installments, beginning September 01 for services completed during the previous month (August), followed by eleven (11) installments.

For billing purposes, it is understood that the program Annual Cost shall be re-determined the second year of contract and each renewal period thereafter based on the previous year's updated Total Meal Servings. It is anticipated that this information shall be made available during the month of August of each year. The recalculated cost, either increased or decreased, must be reflected on the first invoice of new school year.

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.

33. Invoice Verification/Correction: All invoices shall be verified and approved by District Representative or designee prior to payment. The District shall not pay invoices that are known to be incorrect or late charge for invoices with disputed charges. Bidder shall be notified should any billing overcharges or other discrepancies be discovered. Upon notification by District, Bidder shall have one (01) billing cycle to confirm any disputed charge and reissue corrected invoice. Additional time to investigate an invoice discrepancy may be granted upon request by Bidder. The repeated documented failure of Bidder to submit accurate invoices in the time and manner as specified may be deemed as a default of contract.

34. Special Discounts/Promotions: The successful Bidder shall pass-on to the District all rebates and special promotions offered by the manufacturer during the term of contract. The District shall accept any additional discounts and price incentives provided that the new price is lower than what would otherwise be available through the contract. It is understood that these special price promotions may be of limited duration and that at the end of the special sales program, the standard contract price shall prevail. In addition, Bidder is requested to provide any other value-added benefits, incentives, and discount payment terms that may be available to the District. These value-added benefits shall not be evaluated as a basis for award.

35. Bid Tabulation/Evaluation: The Award Total shall be computed by the addition (+) of the extended amounts for each defined category. Award shall be made to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications. It is understood that the Award Total is for Bid tabulation purposes only and may not reflect the true annual program cost, taking into consideration service implementation schedule and any adjustments made in the total "meals served" count. In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder, including capacity in meeting all service completion requirements. SBAC reserves the right to make sole and final determination of which Bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

36. Issue Resolution: Any dispute concerning the interpretation of specific IFB requirements shall be resolved by the Purchasing Department in consultation with FNS. A written copy of decision shall be provided to Bidder. It is agreed and understood that the decision of Department shall be final and conclusive.

37. Contract Termination: It is understood that all materials, dispenser equipment, accessories, and instructional charts that are provided as part of the program are the property of awarded Bidder. Bidder shall be responsible for removing all such items within ten (10) business days of termination of contract, unless otherwise instructed. Any items that are not claimed and removed within the specified time period shall become the property of the District.

38. Warranty: Reference Attachment A, "25. Condition of Product/Services": Bidder shall fully warrant that all products provided in the performance of contract shall be free from defects in materials and workmanship. It is understood that Bidder shall have direct responsibility for the remedy of all manufacturer warranty issues and shall immediately resolve all matters regarding quality of materials. Should any material fail to conform to this warranty, Bidder shall repair or replace the defective materials within two (02) business days of notification by the District. Any warranty coverage exercised in this contract shall be at no cost to the District.

39. Service Guarantee: Bidder is expected to maintain an acceptable level of satisfactory service throughout the duration of the contract. All services provided by Bidder in the performance of this contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and meet or exceed the quality of services provided to other commercial customers. Specifically, Bidder shall warrant that all services provided conform to contract specifications and manufacturer's recommendations, and be of the highest quality, free from faults and defects. Payments in full or otherwise shall not constitute a waiver of this guarantee. It is agreed and understood that all services shall be performed to the complete satisfaction of SBAC.

All performance related complaints shall be reported by District Representative to Account Representative or other appropriate designee. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement within two (02) business days of notification at no additional expense to the District. To insure the security of performance expected, the District reserves the right to withhold payment of any monies owed Bidder who is not performing satisfactorily or fails to provide specific services in the time permitted. Should it be the District's intent to withhold payment for any reason, Bidder shall be notified in writing and provided an acceptable time frame to correct deficiencies. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of this contract shall be recorded and considered in contract renewal evaluation and may be deemed as a default of contract.

40. Prohibition of Gratuities: By submission of a bid, a contractor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

41. 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 Food and Nutrition Services Department and placed in their account by successful Bidder quarterly, or more frequently as may be required by FNS.

42. Allow for Audit of Records: A provision to allow for the audit, examination, except and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United State, TDA, and their authorized representatives.

43. Breach of Contract: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

44. Administrative, Contractual or Legal Remedies: If the contractor fails to perform to the SFA's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the SFA shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the sponsor's interests and ensure the contractor is fully aware of its responsibilities, as well as the remedies that will be available to the sponsor for nonperformance. "Nonperformance" by a contractor is any failure to follow the terms of the contract, whether related to the quality of food provided, the number of meals delivered, the time of meal delivery, or other contract provisions.

45. Habitual Violator: Reference Attachment A, "47. Termination for Default": In addition... Should the District determine that the number of complaints at any project or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (05) 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.

46. Required Additional Submittals: Bidder shall submit the following information with Bid response.

- A. Brief summary of no more than two pages, describing: basic services offered; qualifications and experience of Bidder; qualifications, experience and certifications of key staff/service personnel, and any other relevant information;
- B. Syllabus of proposed service training program including: description of routine training, training outlines, training materials, and copies of all proposed control forms and documentation reports. The proposed training program shall be subject to the approval of FNS.

TECHNICAL SPECIFICATIONS

These specifications represent the minimum requirements to be provided under the program and are not intended to limit or restrict the utilization of other proposed products or services that may exceed these standards.

1. Scope of Services: It is the intent of the District that a full-service contract be established, inclusive of all aspects of services required and operationally necessary for the implementation of a comprehensive sanitation and cleaning supply program, in accordance with the IFB, manufacturer recommendations, industry standards, and all regulatory requirements. The standardized program shall be incorporated into the food service operations at forty (40) schools and centers located throughout the District. It shall be required that all elements of IFB as described herein must be offered.

The basic elements of service program shall include:

- Onsite, in-service continuous detailed training and education of all FNS staff on the mixing and use of all supplied chemical products, safe food handling, sanitation, and safe working practices;
- Product inventory management at each designated service site
- Direct “just-in-time” delivery of all specified chemical products, materials and ancillary products;
- Reviewing District standard operating procedures;
- Monitoring and verification of all service sites for compliance with established FNS procedures, industry standards, and all applicable regulatory requirements (i.e., HACCP, OSHA, ServSafe).
- Performing corrective action training of any non-compliant issues;
- Maintaining and repairing product dispensing equipment;
- Submission of timely written report documentation of all training, inspections, and other activities specifically detailing site observations and program performance;
- Providing program support to the fullest extent as may be reasonably expected for the proper and customary performance of program.

2. General Service Requirements

2.1 Service Sites: Referenced Appendix A for a complete listing of all service sites.

2.2 Service Site Modification: The addition/deletion of service sites shall require written prior authorization of the Purchasing Department and FNS. In such event, the annual program cost and payment schedule shall be re-determined taking into consideration the total meal serving count and price bid (per meal). It is understood that payment shall be appropriately prorated to reflect any such change of service made during the school year.

2.3 Service Frequency: Unless otherwise directed, all designated service sites as listed in each Stage shall be initially serviced on a twenty-five (25) business day rotation (“monthly”) cycle during the regular school year. Service frequency at each site shall be a minimum of one (01) time per month, for a total of ten (10) visits (August – May) per school year. It is understood that service frequency may be temporarily reduced or suspended during the summer period and weeks when there are holidays and/or teacher planning days. FNS shall make sole and final determination as to the service frequency required at each service site and reserves the right to adjust (+/-) service frequency based on specific need. Any change in service frequency shall not affect price.

2.4 Service Schedule: It shall be the responsibility of Bidder, in consultation with each District Representative, for developing a comprehensive service schedule inclusive of all service sites, in accordance with the established service frequency. Scheduled service time must be agreeable to each service site and should be scheduled to avoid any disruption at meal serving times. A copy of finalized master service schedule, including planned training sessions, shall be provided to District Representative for review/approval a minimum of five (05) business days prior to commencement of services. A service schedule shall also be provided to the Site Manager at each individual service.

Bidder shall not change service schedule without the written prior authorization of District Representative. The failure of Bidder to strictly adhere to established service schedule may be deemed as a default of contract. The District reserves the right, in its sole discretion, to modify the service schedule at one or more schools with reasonable notice to Bidder. Bidder shall maintain a current SBAC calendar and stay informed of school operating hours. A complete listing of observed holidays can be found on the SBAC website: www.sbac.edu.

Holidays: Each calendar year, the District shall be closed for the following customary holidays, which may vary by date each calendar year.

Single Day Holidays:

- M.L. King, Jr.; President's Day; Memorial Day; Fourth of July; Labor Day; UF Homecoming

Extended Holidays:

- Spring Holiday: March/April (05 business days)
- Thanksgiving Holiday: November (03 business days)
- Winter Holiday: December/January (10 business days)

Summer Break: Service shall continue for all service sites that are open during the summer. The regular school year ends approximately the first week of June and begins the third week of August. During this time, the days of those schools that are open shall be changed to a four (04) day work week (Monday – Thursday). Bidder shall adjust service schedule to reflect the shortened work week. The number of service sites (schools) open during the summer break period is approximately 12, offering limited food services (01 menu item choice). It is understood that the number of service sites open shall be subject to change each contract year.

2.5 Service Schedule Deviation: Bidder shall be responsible for notifying Site Manager via telephone should there be any deviation from schedule exceeding two (02) hours. Bidder shall have a contingency service plan in place in the event of any delay.

2.6 Service Time: It is anticipated that scheduled services shall be performed Monday through Friday, from approximately 6:00 a.m. to 2:00 p.m. Actual service time shall be subject to the operating hours and requirements of each service site. Service times shall be consistent and not normally fluctuate by more than two (02) hours. The District reserves the right to modify service hours at any time during term of contract. In such event, sufficient notification shall be given to Bidder to ensure an orderly transition.

2.7 Delivery: All products and materials provided in the performance of contract shall be delivered F.O.B. Destination, inside delivery, to each designated service site. Delivery shall not be made to one (01) central warehouse location.

2.8 Stock Rotation: Bidder shall be responsible at time of delivery for assisting staff in stocking and rotating products.

2.9 Product Inventory: It shall be the sole responsibility of Bidder to monitor and maintain sufficient product inventory levels at each service site commensurate with established service schedule. Service site shall not be required to place product orders or for any other duties associated therewith.

2.10 Minimum Orders: No minimum product order requirements shall be allowed. It is understood that a monthly service visits to all designated service sites shall be made irrespective of product usage requirements.

2.11 Inventory: Bidder shall replenish all chemical products and other ancillary items as required at 100% on the scheduled service date. The repeated failure of Bidder to maintain appropriate product inventory levels at one (01) or more service sites may be deemed as a default of contract.

2.12 Special Delivery: In the event that a product is depleted prior to next scheduled service date, it shall be Bidder's responsibility to deliver additional product inventory within two (02) business days of request by Site Manager or designee. Special deliveries shall be performed at no additional cost to the District. Failure to continually maintain sufficient inventory stock levels at one or more service sites may be deemed as a default of contract.

2.13 Service Call Response: For purposes of this contract, callback service shall be defined as any request made to correct a specific service related problem/condition before the next scheduled visit. All callback services shall be coordinated and scheduled with Site Manager, at no additional cost, in accordance with the following response requirements.

- **Normal Callback:** Response shall be within five (05) business days of request, excluding weekends. It is understood that normal callback shall be requested when service is not critical to the food service operations of service site.
- **Urgent Callback:** Response shall be within two (02) business days of request, excluding weekends, unless otherwise mutually agreed. It is understood that urgent callback shall be requested when service is critical to the food service operations of service site (i.e., product stock-outs, etc.).

2.14 Product Condition: All products shall be appropriately packaged and in prime condition at time of delivery. Product packaging and master cartons shall be clean, free of any dirt, grease, or other foreign particles. Leaking or empty product packaging shall be returned to Bidder. Chronic quality issues shall not be tolerated.

2.15 Product Rejection: Bidder shall agree to immediately replace any product found to be substandard in quality or packaging.

2.16 Installation: Where installation is required, the successful Bidder shall deliver, set in place, install, make ready to run, and test, in accordance with manufacturer's instructions and all regulatory requirements. Bidder shall provide all technical expertise, qualified labor, equipment, materials (i.e., conduit, wire, fittings, boxes, etc.), accessory hardware, and other services that are necessary for the proper completion of installation. All installation work shall be performed complete (turnkey), at no additional cost to the District.

All materials provided in the installation shall be of good quality and free from defects and workmanship that would diminish the appearance of District equipment or render it structurally/operationally unreliable or unsafe. Bidder shall protect the site from damage during installation and immediately repair any damages or injury caused by work. Should any alternation to facility be necessary to achieve installation, Bidder shall promptly restore facility to its original condition upon completion of work. All work shall be performed in such manner so as to not interfere with the food service operations of facility. Upon completion of work, the location and surrounding work area shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

2.17 Performance Review: Bidder shall be responsible for scheduling a monthly meeting with District Representative at the end of each month during (three month) program implementation, and on a quarterly basis thereafter, to review program performance and any identified deficiencies that need to be corrected.

2.18 Program Training: Bidder shall schedule and conduct initial onsite training at each designated service site during the first month of each scheduled program implementation stage at such frequency to ensure the effectual performance of program. Additional training shall be provided if needed or upon request of Site Manager.

As part of program services, Bidder shall be required to provide continuous safe food handling, sanitation, and safety in-service education to FNS staff during each monthly visit. A minimum of ten (10) visits with detailed training shall be required at each service site during the school year. The standardized training curriculum shall incorporate the National Restaurant Association ServSafe Program, and Hazard Analysis and Critical Control Point (HACCP) applicable standards and procedures. Safety training shall be in strict accordance with all applicable Occupational Safety and Health Administration (OSHA) regulations.

The detailed training shall generally include such topics as:

- Safe/effective use of chemicals/supplies
- Product chemical mixing
- Safe food handling
- Identifying food contact surfaces
- Cooking temperatures
- Sanitizing techniques
- Receiving food
- Preventing cross contamination
- Thermometers and calibration
- Food safety record keeping
- Personal hygiene, proper hand washing
- Proper reading/using Safety Data Sheets
- Manually washing pots, etc. in compartment sink
- Proper way to clean ovens
- Proper floor care
- Slip/fall prevention
- Proper lifting
- Dish machine operation/maintenance
- General safety

Additional topics may be selected at Site Manager's discretion.

All assigned training personnel shall be appropriately qualified to instruct FNS staff in the proposed training curriculum as evidenced by participation in HACCP and OSHA compliance coursework, and certification as ServSafe Food Protection Manager.

All food safety training shall be conducted under the direction of a certified HACCP Trainer.

2.19 Service Reports: Bidder shall be responsible for documenting and providing a report of all monthly service activities for each service site detailing the following, but not limited to, information:

- Date, time spent, and type of service provided;
- Brief description of training provided, and names of all FNS staff participants;
- List of all delivered chemical products and supplies;

- Recommendations and/or observations relating to sanitation practices, and overall program performance;
- Any corrective action taken.

A copy of written service report shall be electronically submitted to both Site Manager and District Representative within forty-eight (48) hours of service visit. The format of service report shall be subject to the approval of District Representative prior to commencement of contract services. All report documents shall be provided at no additional cost to the District. Failure of Bidder to maintain and provide the required documents in a consistent manner may be deemed as a default of contract.

3. Product/Material Specifications

Bidder shall be responsible for the furnishing and delivery of all chemicals, materials, and ancillary products as described herein to each individual service site in sufficient quantities to meet the levels of sanitation required by FNS. Bidder shall have an inventory management system in place at time of service implementation to ensure product stock levels are continuously maintained in conformity with established service schedule.

By signing of IFB, Bidder certifies that all products supplied for use in the sanitation and cleaning supply system program are safe and effective when used as directed for the intended purposes in a K-12 school environment.

At a minimum, the chemical cleaning and sanitation products shall include:

- A. All-Purpose Cleaner
- B. Multi-Purpose Degreaser
- C. Pot and Pan Detergent
- D. Sanitizer
- E. Germicidal Detergent
- F. Oven Cleaner
- G. Freezer Floor Cleaner
- H. Anti-Bacterial Foam Hand Soap
- I. Dish Machine Detergent
- J. Rinse Agent
- K. Lime/Scale Remover
- L. Chemical Sanitizer

3.1 Product Details

Awarded Bidder shall provide the following specified products to each service site:

3.2 Manual Cleaning

- A. All-Purpose Cleaner (Floor Cleaning and Spray Applications):
 1. Multi-purpose concentrated general cleaner for removing soil, grease, and other substances on floors, walls, table tops, counters and all washable hard surfaces;
 2. Low sudsy, easy to rinse detergent;
 3. Biodegradable and phosphate free;
 4. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used at recommended proportions;
 5. Must dilute instantly in hard or soft water;
 6. Meets previous USDA A1 rating requirements;
 7. Chemical composition: concentrated liquid blend of organic detergent, solvent, water conditioners and alkaline builders;
 8. Portion controlled packets that are easily opened for simplified mixing;
 9. Manufacturer/Product: SFSPac All Purpose Cleaner (SFS5), or Sanitech Cleaning Genie All Purpose Cleaner, or equal.
- B. Multi-Purpose Degreaser (For Floors and Spray Applications):

1. Low foaming, non-corrosive concentrated degreaser designed for heavy duty cleaning and degreasing of floors, food service equipment, and other difficult to clean surfaces;
2. Biodegradable;
3. Non-staining, residue free formulation;
4. Must dilute instantly in hard or soft water;
5. Chemical composition: maximum concentrate detergent with solvents and water conditioners;
6. Portion controlled packets that are easily opened for simplified mixing;
7. Manufacturer/Product: SFSPac Degreaser (SFS30), Sanitech Cleaning Genie Sani-D Heavy Duty Degreaser or equal.

C. Pot and Pan Detergent:

1. Concentrated liquid blend of detergents, solvents and water conditioning agents to be used for manual cleaning and scrubbing of pots, pans, kettles, various pans, utensils and other like items used in food service preparation;
2. Product shall not leave a film or residue and shall not stain or discolor when used at recommended proportions;
3. Biodegradable;
4. Must dilute instantly in hard or soft water;
5. Meets previous USDA A1 rating requirements;
6. Portion controlled packets that are easily opened for simplified mixing;
7. Manufacturer/Product: SFSPac Heavy Duty Pot & Pan Detergent (SFS14), or Sanitech Cleaning Genie Pot & Pan Detergent, or equal.

D. Sanitizer:

1. Concentrated liquid blend of quaternary ammonium compounds for use in manual ware-washing applications and for sanitizing food contact surfaces such as tables, utensils, and equipment;
2. EPA registered;
3. Biodegradable;
4. No potable water rinse required;
5. Must dilute instantly in hard or soft water;
6. Meets previous USDA D2 rating requirements;
7. Test strips for sanitizer shall be used to check concentration in sanitizing sinks;
8. Portion controlled packets that are easily opened for simplified mixing;
9. Manufacturer/Product: SFSPac Sanitizer (SFS17), or Sanitech Cleaning Genie Sanitizer 2.1, or equal.

E. Germicidal Detergent (for cleaning and disinfecting):

1. Concentrated liquid quaternary ammonium compound or equally effective compound for cleaning and broad-spectrum disinfection of surfaces such as tabletops, sneeze guards, glass, stainless steel, milk coolers, and other general cleaning;
2. Product shall not leave a film or residue and shall not stain or discolor when used at recommended proportions;
3. EPA registered;
4. Instant dilution in hot or cold, hard or soft water;
5. Meet previous USDA D2 rating requirements;
6. Portion controlled packets that are easily opened for simplified mixing;
7. Manufacturer/Product: SFSPac Germicidal Detergent (SFS20N), or Sanitech Cleaning Genie Sani-Germ

2.0, or equal.

F. Oven Cleaner:

1. Ready-to-use or concentrated cleaner and degreaser designed for heavy duty cleaning and degreasing of ovens;
2. Product shall be packed in easy to handle containers or portion packed;
3. Manufacturer/Product: SFSPac Degreaser (SFS30), or Sanitech Cleaning Genie Sani-Brite Plus, or equal.

G. Freezer Floor Cleaner:

1. Water soluble cleaner for use on floors in freezers, coolers, and other cold storage areas;
2. Removes most soils and grime;
3. May be used in temperatures as low as -22°C;
4. Product shall be packed in easy to handle containers;
5. Manufacturer/Product: SFSPac My Terra Freezer Floor Cleaner (#4204), or Sanitech Zero Kleen, or equal.

Additional Manual Cleaning Product Requirements:

1. Products shall be provided in packaging, as indicated, that can be easily opened for simplified mixing. The smallest portioned packaging shall be individually labeled with manufacturer name, product brand name, instructions for use, and applicable precautionary instructions. Package labeling shall exhibit clear directions in English and Spanish. Specific proportions shall be listed regarding the product mixing with water under normal usage;
2. Product labels shall be color coded for easy identification and training;
3. Products must dilute instantly in hot or cold water, soft or hard water;
4. Products shall make a clear, soluble solution that leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions;
5. All products shall have a neutral or non-toxic odor;
6. Products shall be non-toxic and safe for use around food service preparation, serving, storage and dining areas.

3.3 Hand Care

H. Anti-Bacterial Foam Hand Soap:

1. Product shall be an anti-bacterial foam hand soap with strong washing power and good skin compatibility;
2. Must clean without the use of scrubbers and solvents;
3. Food handler's grade;
4. Meets previously accepted guidelines for USDA E-2 Rating;
5. NSF approved;
6. Product shall be packaged in a ready-to-use sanitary sealed disposable container that is used in conjunction with dispenser. Container shall snap into dispenser quickly and easily.
7. Manufacturer/Product: Whisk WhiskCare 357 Sanitizing Hand Soap, or Deb Stoko Refresh Food Handlers Foam Cleanser, or equal.

Additional Hand Care Product Requirements:

1. Product dispensers shall be provided and installed at all designated hand washing stations and kitchen restrooms;
2. Dispensers shall be constructed with high impact plastic with easy to clean surface;
3. Dispensers shall be printed with label identifying product and intended use.

3.4 Ware Washing

FNS currently has 26 service sites that utilize low-temperature dish machines for washing pots, pans, non-disposable

serving trays and small wares used in the preparation of food. All trays and flatware that are used in the school cafeterias are disposable.

Awarded Bidder shall provide the following specified products to all designated service sites that operate dish machines:

I. Dish Machine Detergent:

1. For use in mechanical spray dish machines;
2. Concentrated and designed to be automatically dispensed in a closed loop product dispensing system;
3. Effective in low temperature dish machines;
4. Effective in thoroughly cleaning pots, pans, and various small wares;
5. Contains no phosphates;
6. Aluminum safe, must not cause corrosion on pans;
7. Effective in hard or soft water;
8. Packed with extra water conditioners and soil suspension agents to control minerals in water and redistribution of soils;
9. Manufacturer/Product: SFSPak My Terra Dish Machine Detergent (4589), or Sanitech Sparkle! Ware Wash Detergent or equal.

J. Rinse Agent:

1. Low foaming rinse additive for use in low temperature dish machines;
2. Concentrated and designed to be automatically dispensed in a closed loop product dispensing system;
3. Eliminates water spotting and reduces drying time on all types of ware products including plastics;
4. Effective in hard or soft water;
5. Must give maximum rinse coverage;
6. Manufacturer/Product: SFSPak My Terra Rinse Additive HW (#4730), or Sanitech Sparkle! Rinse Aid, or equal.

K. Lime/Scale Remover:

1. For use in low temperature dish machines;
2. Effective in removing mineral film deposits and scales due to hard water precipitates;
3. Effective in hard or soft water;
4. Safe for use on stainless, chrome and brass surfaces;
5. Manufacturer/Product: SFSPak My Terra Safer Choice Lime Scale Remover (#4658), or Sanitech Sparkle! Descaler, or equal.

L. Chemical Sanitizer:

1. Concentrated and designed to be automatically dispensed in a closed loop product dispensing system;
2. Effective in low temperature dish machines;
3. Effective in hard or soft water;
4. Manufacturer/Product: SFSPak My Terra Low Temp Sanitizer (#4215), or Sanitech Sparkle Sani-2000, or equal.

Additional Ware Wash Product Requirements:

1. Products shall be in liquid form, and packaged in light weight spill proof containers (≤ 1 gal) for easy handling.
2. All product labeling shall be color coded for easy identification and training.
3. Products shall make a solution that leaves no film or residue, and shall not stain or discolor equipment

when used in the recommended use and proportions.

Additional Ware Wash Program Requirements:

Bidder shall be responsible for providing the following, but not limited to, services in support of ware wash program.

1. Furnish and install a closed loop product dispensing system with LED readout at each designated service site;
2. Perform a preventative maintenance review of dispensing equipment each monthly visit;
3. Continuously maintain dispensing equipment. Any necessary adjustments and/or repairs to dispensing equipment shall be performed during each monthly visit;
4. Perform a service checklist of equipment mechanics and dish room operating procedures each service visit. Any deficiencies noted during inspection shall be reported to District Representative. A copy of completed checklist shall be included with monthly service report;
5. Furnish and post, within close proximity of dispensing equipment, a troubleshooting checklist and signage demonstrating the safe, and effective method of mixing/using ware washing chemicals;
6. Provide continuous site-based training to food service staff on the proper operation and maintenance of the dish machine equipment including proper racking, de-liming, appropriate workflow, sanitary loading and unloading, and maintenance checkpoints.

3.5 Materials/Ancillary Products

Awarded Bidder shall be required to provide sufficient quantities of the following materials/ancillary products to each service site at time of service implementation. The quantity of materials to be provided shall be determined by mutual agreement between FNS and Bidder during initial planning meeting, prior to commencement of contract. It is understood that Bidder shall replenish said items on an as-needed basis at no additional cost during the full term of contract.

A. Program Support Materials

1. One set of laminated, color-coded Hazard Communication Safety Data Sheets (SDSs) in accordance with OSHA's Hazardous Communications Act for all chemicals and detergents to be provided in school kitchens. The SDS's shall be posted or made easily accessible to all FNS staff;
2. Laminated color-coded wall signage/charts demonstrating the safe and effective method of:
 - Mixing/using all supplied cleaning chemical products;
 - Hand washing, posted at all hand washing sinks and restrooms;
 - Mixing/using floor cleaning chemicals, and proper method of cleaning floors;
 - Washing, rinsing, and sanitizing, posted at multi-compartment sinks;
 - Mixing/using ware washing chemicals, posted at dish wash machines.
3. Laminated equipment troubleshooting checklist, posted at all dish wash machines;
4. Fill-to-line stickers in all sink compartments that chemicals will be used in;
5. Notebooks, binders and any materials deemed necessary for proper documentation and training at each service site;
6. Bilingual training videos which shall include all facets of the program for use in continuous training/retraining staff and new employees. The videos are not intended to replace periodic personalized training at service sites.
7. A bilingual procedure and reference guide that provides, at minimum, standard operating procedures, general kitchen practices, product mixing and use instructions, product SDSs, sanitizer logs, and equipment cleaning procedures.

B. Ancillary Products

1. Elbow-length pot and pan gloves;

2. Green scouring pads;
3. Spray bottles (color coded);
4. Squeeze bottles (color coded);
5. Pan/Oven scrapers;
6. Safety goggles;
7. Test strips for ware wash chemical sanitizer;
8. Test strips for sink sanitizer;
9. Ware wash dispensing equipment;
10. Hand care dispensers;
11. Sanitizer pails/buckets.

Bidder shall ensure all spray bottles, containers, and dispensing equipment is compliant with OSHA requirements.

Bidder shall additionally be responsible for ensuring that that all mixing/usage cards, charts and other instructional materials are appropriately posted throughout the food service area. Adhesives or method of secure posters, etc. at each site shall be provided.

ATTACHMENT C
FORM OF PROPOSAL
IFB 25-49
SANITATION AND CLEANING SUPPLY
PROGRAM (FOOD SERVICE)

Instructions: Bid unit price to be charged for each defined category on a per meal basis for each defined category for the provision of the comprehensive sanitation and cleaning supply program, as described in IFB. Decimals may be carried a maximum of six (06) places for unit price.

It is the intent of the District that a full-service program be established encompassing all elements of IFB, and that all services be offered. Price bid shall be inclusive of all: technical expertise; supervision; qualified service labor; customary equipment, tools and trade accessories; training; all specified products, materials, and supplies; delivery; transportation; insurance; profit; and, any and all other direct and indirect cost associated with the execution and performance of the contract. All chargeable program services shall be included and performed complete for price bid regardless of final cost incurred. No additional costs, expenses or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, unit price bid shall be firm and fixed for the term of the contract and any subsequent renewal periods.

Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner. Any modification of Form of Proposal may result in disqualification of Bid.

Refer to Attachment B, "32. Invoice", for methodology in determining monthly billing amount.

It is understood that the Award Total is for Bid tabulation purposes only and may not reflect the true annual program cost, taking into consideration service implementation schedule, and any adjustments made in the total "meals served" count.

Bidder Name (Print): _____

To provide a comprehensive sanitation and cleaning supply program at <u>40</u> service sites on a per meal basis in accordance with the specifications, and terms and conditions of IFB 22-03.					
	Category	Est. Quantity Meals Served*	Unit Price	Unit	Extended Amount
A.	Program with Dish Machine (24 sites)	2,486,901	\$	Per meal	\$
B.	Program without Dish Machine (16 sites)	1,524,137	\$	Per meal	\$
AWARD TOTAL					\$

*2023/24 School Year	Dish Machine	
<u>School Year</u>	<u>With</u>	<u>Without</u>
Breakfast	784,185	383,941
Lunch	1,617,296	1,034,150
<u>Summer Program</u>		
Breakfast	34,644	45,803
Lunch	50,776	60,243
Annual Total Meals Served	2,486,901	1,524,137

Summer program ends July 31; final quantities to be provided upon award of contract.

Bidder shall list manufacturer name, brand name, and product # (code) for each proposed product to be provided in performance of contract. Failure to provide complete information may cause item to be non-responsive

Refer to Attachment B, "Product/Material Specifications", for detailed description of products.

#	Description	Manufacturer	Brand	Product #
Manual Cleaning				
A.	All-Purpose Cleaner			
B.	Multi-Purpose Degreaser			
C.	Pot and Pan Detergent			
D.	Sanitizer			
E.	Germicidal Detergent			
F.	Oven Cleaner			
G.	Freezer Floor Cleaner			
Hand Care				
H.	Anti-Bacterial Foam Hand Soap			
Ware Wash				
I.	Dish Machine Detergent			
J.	Rinse Agent			
K.	Lime/Scale Remover			
L.	Chemical Sanitizer			
Other Products (Optional): Bidder may propose additional products to be included in price bid (no increase)				

Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Acknowledgement of receipt of addenda (if applicable):

_____ Addendum No. 01
(initial here)

_____ Addendum No. 02
(initial here)

QUESTIONNAIRE

Contact Information

Address of facility for which personnel/equipment shall be dispatched under this contract:

Firm Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

Phone #: _____ Fax #: _____

Designated Account Representative:

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Account Representative (Secondary contact):

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Experience

- Years in business under present name: _____
- Year is which your firm was incorporated in the State of Florida: _____
- Years performing services, as described herein, in State of Florida: _____ Alachua County: _____
- Is your firm currently servicing other school districts or public agencies within the State of Florida similar to scope and size of this contract? ☐ Yes ☐ No

If yes, list: _____

Business Operations

- Does your firm have the ability and experience to perform all services as described herein? ☐ Yes ☐ No
If no, list exceptions and provide explanation with Bid submittal.

- 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 agree to comply with all service response time requirements, as specified? ☐ Yes ☐ No

Exceptions: _____

- Does your firm agree to comply with the program implementation schedule? ☐ Yes ☐ No

- Is your business office staffed during regular business hours? ☐ Yes ☐ No

State regular business hours: _____ to _____

- Has your firm received any regulatory sanctions within the previous (05) years? ☐ Yes ☐ No

- Has your firm been involved with any litigation within the previous five (05) years? ☐ Yes ☐ No

Personnel

- Current number of Service Representatives available for assignment under this contract: _____
- Onsite training shall be conducted by ☐ Service Representative(s) ☐ Other: _____
- Does your firm have a certified HACCP Certified Trainer on staff? ☐ Yes ☐ No
- Provide names and applicable certifications of all personnel who will be conducting training under the contract:
 1. _____ Certification(s): _____

 2. _____ Certification(s): _____

 3. _____ Certification(s): _____

 4. _____ Certification(s): _____

By submission of Bid, Bidder certifies that all assigned personnel meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations.

References

Provide five (5) references for commercial accounts (business/institutional) that your firm has provided contract services within the past two (2) years. A minimum of two (2) references shall be for a public-school district similar in size and scope of this IFB. Do not list SBAC as a reference.

1) Company/Organization name: _____

Address: _____ **City/State/Zip:** _____

Contact name: _____ **Title:** _____

Telephone #: (_____) _____ **Under current contract:** ☐ Yes ☐ No

Date last scheduled service completed: _____ **Annual Contract Amount:** \$ _____

Number of facilities serviced: _____ **Service frequency:** _____

Description of services provided: _____

2) Company/Organization name: _____

Address: _____ **City/State/Zip:** _____

Contact name: _____ **Title:** _____

Telephone #: (_____) _____ **Under current contract:** ☐ Yes ☐ No

Date last scheduled service completed: _____ **Annual Contract Amount:** \$ _____

Number of facilities serviced: _____ **Service frequency:** _____

Description of services provided: _____

3) Company/Organization name: _____

Address: _____ **City/State/Zip:** _____

Contact name: _____ **Title:** _____

Telephone #: (_____) _____ **Under current contract:** ☐ Yes ☐ No

Date last scheduled service completed: _____ **Annual Contract Amount:** \$ _____

Number of facilities serviced: _____ **Service frequency:** _____

Description of services provided: _____

4) Company/Organization name: _____
Address: _____ City/State/Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____ Under current contract: ☐ Yes ☐ No
Date last scheduled service completed: _____ Annual Contract Amount: \$ _____
Number of facilities serviced: _____ Service frequency: _____
Description of services provided: _____

5) Company/Organization name: _____
Address: _____ City/State/Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____ Under current contract: ☐ Yes ☐ No
Date last scheduled service completed: _____ Annual Contract Amount: \$ _____
Number of facilities serviced: _____ Service frequency: _____
Description of services provided: _____

APPENDIX A DISTRICT SERVICE SITES					
	SCHOOL	PHONE #	ADDRESS	CITY	ZIP
	ELEMENTARY (22)				
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	IDYLVILD	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 122nd St.	Gainesville	32608
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 (03)				
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
40	DUVAL EARLY LEARNING ACADEMY	352-955-6703	2106 NE 8 th Avenue	Gainesville	32641
	OTHER LOCATIONS (01)				
40	P.K YONGE (K-12)	352 392-1554	1080 SW 11 th St.	Gainesville	32601