

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b> SUBMIT OFFER TO: <i>See Bid mailing instructions on page 2</i>	<b>REQUEST FOR PROPOSAL</b> <b>Offeror Acknowledgement and Acceptance</b>
<b>RFP TITLE:</b> FOOD AND SUPPLY PURCHASING SERVICES	<b>RFP NO.</b> 23-24
<b>DELIVERY F.O.B. DESTINATION:</b> As Described Herein	<b>ISSUE DATE:</b> February 23, 2023 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (844)269-9018
<b>RFP DUE DATE AND TIME:</b> <u>March 22, 2023 @ 3:00 PM EST</u>	<b>RFP OPENING:</b> Purchasing Department

A pre-proposal meeting is scheduled for **N/A**. This is a **N/A meeting**.

The undersigned ("Offeror") hereby submits the following proposal and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Request for Proposal ("RFP"), inclusive of the contents of any Addenda hereto. Offeror 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 RFP. Further, Offeror attests that it has not divulged, discussed, or compared this proposal with any other Offeror and has not colluded with any other Offeror in the preparation of this proposal in order to gain an unfair advantage in the award of the pending contract. Finally, Offeror acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

OFFEROR NAME:

SIGNATURE OF OWNER OR  
AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

OFFEROR MAILING ADDRESS:

AREA CODE/PHONE #:

FAX #:

OFFEROR EMAIL ADDRESS:

OFFEROR WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID #:

PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 75:  YES  NO

**PURCHASING CARDS:**  Not Applicable to this RFP  Applicable to this RFP

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this RFP. Unless exception to this condition is checked below, Offeror, by submitting a Proposal, 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 RFP using the purchasing card. Acceptance of the P-Card may be a factor in award.

Offeror does not accept the above condition.

**NO PROPOSAL: THE PROSPECTIVE OFFEROR HEREBY SUBMITS A "NO PROPOSAL" FOR THE REASON(S) NOTED BELOW:**

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the RFP         | <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 RFP list only                    |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____  |

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

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

- Paragraph 65  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](http://WWW.SBAC.EDU). THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT RFP AND BID OPPORTUNITIES, AS WELL AS INFORMATION ON AWARDED CONTRACTS.

**Offeror's Proposal 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.), send Proposal to:**

<p><b>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</b></p>
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**If delivered by hand, deliver Proposal to the Purchasing Department located on second floor (Room 02-212) of the District Office at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Proposals received by telephone, email or facsimile transmission will be considered non-responsive.**

**Proposals received after such date and time are late and will not be considered for award. Late Proposals will be returned unopened to the Offeror. The responsibility for delivering Proposals 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 Offeror. Proposals 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 a Proposal is received.**

At this time a public reading of the name of each Offeror submitting a Proposal will be held. At a regularly scheduled meeting of the Board, the Proposals as so opened, tabulated and evaluated as prescribed by the RFP, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Proposal accepted or contract awarded shall be to the responsible Offeror, whose proposal is most advantageous to the Board, price and other factors herein considered. Further, any proposal accepted or contract awarded will be to the Offeror meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this RFP.

**RFP Package:** Mark in lower left-hand corner of the envelope containing your Proposal, **“PROPOSAL FOR FOOD AND SUPPLY PURCHASING SERVICES, RFP #23-24,” TO BE OPENED AT 3:00 P.M., MARCH 22, 2023.** Mark your company name and address on upper left-hand corner of the envelope. Proposals 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 Offeror. In all other respects, the School Board of Alachua County is tax exempt.

This RFP, including the General Conditions, Instructions To Offerors–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Offeror’s proposal and by reference are made a part thereof:

- PROPOSER’S ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM
- SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM
- INSURANCE CERTIFICATION FORM
- ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES
- ATTACHMENT B- PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION
- ATTACHMENT C- SPECIAL CONDITIONS
- ATTACHMENT 3 – FORM OF PROPOSAL
- ATTACHMENT 4- PRODUCT PRICE COST



**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
	<b>RFP #23-24 – FOOD AND SUPPLY PURCHASING SERVICES</b>
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.

This form is  applicable to this RFP and **shall** be included in Offeror's Proposal (Please reference Attachment A, Item 62 below).

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

**OFFEROR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**

*(To be completed by each Offeror or Proposal will be deemed Non-Responsive)*

Name of Offeror: \_\_\_\_\_

Identify the state in which the Offeror 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 Proposal. 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 Proposal.**

**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 Offeror'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 Offeror'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 Offeror'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 Offeror'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 Offeror's attorney: \_\_\_\_\_

Printed name of out-of-state Offeror's attorney: \_\_\_\_\_

Address of out-of-state Offeror's attorney: \_\_\_\_\_

Telephone Number of out-of-state Offeror's attorney: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state Offeror's attorney: \_\_\_\_\_

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

**JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM**

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

- A. If Offeror’s performance either **is** anticipated to result in direct contact with students, or will give Offeror access to or control of school funds, then the screening standard is that Offeror 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 Offeror’s performance **is not** anticipated to result in direct contact with students, then the screening standard is that Offeror 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 Offeror’s work is non-instructional in nature, then Offeror may be exempt from the background screening requirements above if Offeror meets one of the following criteria: **1)** Offeror is under the direct supervision of a School Board employee or contractor or one or more Offeror employees who have had a criminal history check and meets 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 Offeror employees are physically present with Offeror when Offeror has access to a student and the access remains in the School Board employee's or the contractor's or the Offeror’s employees’ line of sight; **2)** Offeror is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Offeror submits evidence of meeting the following criteria: a) Offeror meets the screening standards in s. 435.04, b) Offeror’s license or certificate is active and in good standing, if Offeror is a licensee or certificate-holder, c) Offeror has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Offeror is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Offeror’s employer; **4)** Offeror is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Offeror 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)** Offeror provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

**However, even if Offeror is exempt as defined above, Offeror will be subject to a search of Offeror’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 an Offer in response to this RFP, Offeror swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing 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. Offeror 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 Offeror's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida.

NAME OF OFFEROR	RFP # AND TITLE
<b>RFP #23-24 – FOOD AND SUPPLY PURCHASING SERVICES</b>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable<sup>1</sup>, Offeror represents that it is either a

Small Business Enterprise, as defined in FS 288.703(1),

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American                       Hispanic American  
 Asian American                       Native American  
 American Women

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

- State of Florida, Department of Management Services, Office of Supplier Diversity
- City of Gainesville Florida Small Business Procurement Program
- Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: \_\_\_\_\_

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

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

NAME OF OFFEROR	RFP # AND TITLE
<b>RFP #23-24 – FOOD AND SUPPLY PURCHASING SERVICES</b>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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

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COMMON CARRIER INSURANCE WAIVER REQUEST FORM

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

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

NAME OF OFFEROR	PROPOSAL # AND TITLE
	<b>RFP #23-24 – FOOD AND SUPPLY PURCHASING SERVICES</b>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



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INSURANCE CERTIFICATION FORM

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This form  is applicable  is not applicable to the RFP.

Offeror shall, at Offeror'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 Offeror:

Applicable  Not Applicable

*Workers Compensation – Coverage A*

- **Statutory**
- **An exemption certificate from the State will be required if Offeror 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. Offeror 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."* Offeror 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 Offeror's obligation to fulfill the insurance requirements herein.

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**By signing this form, Offeror 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 Offeror. If selected for contact award, Offeror 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 District Office at above address; by facsimile transmission to: 844.269.9018).**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

# ATTACHMENT A

## GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES

### 1. DEFINITIONS:

Request for Proposal (RFP)-a formal request to prospective vendors soliciting written proposals, which contains a description of the commodities and/or services required, all contractual terms and conditions, and sets forth the basis for selecting the successful vendor, price and other factors herein considered.

Proposal-an offer submitted by a prospective vendor in response to a request for proposal (RFP).

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

Offeror- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Proposal in response to an RFP.

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

Contract--The submission of a Proposal constitutes an Offer by the Offeror. 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 RFP. The Offeror's Offer, the RFP document, and the corresponding purchase order(s) constitute the complete agreement between the successful Offeror and SBAC. Unless otherwise stipulated in the RFP 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 RFP, 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 OFFERORS INFORMATION: Interested Offerors are advised that SBAC will not, unless specified elsewhere in the RFP document, consider Proposals that contain an escalation clause, nor may a successful Offeror seek an increase in price of the items awarded to them under this RFP.

It is understood that normal Proposal processing time will be 30 - 60 days after the Proposal opening date and that Proposal prices will be firm through Proposal 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 Proposal, reject any or all Proposals, accept any part thereof, award to other than the low Offeror, award in the best interest of the SBAC, or cancel the RFP at its discretion.

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

The successful Offeror 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. PROPOSAL OPENING: Shall be public at the time and date specified elsewhere in this RFP. It is the Offeror's responsibility to ensure that the Proposal is delivered at the proper time and place. Proposals received after the date and time specified in the RFP will be rejected and returned to the Offeror unopened. Proposals received by telephone, telegraph or facsimile transmission will be rejected by SBAC and not considered for contract award.

4. AWARD: SBAC will award a Contract to the Responsible Offeror, whose Proposal is most advantageous to SBAC, price and other factors herein considered.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 61 below.

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

6. SILENCE OF THE SPECIFICATIONS: The apparent silence of the RFP special conditions or specifications as to any detail, or the omission from the special conditions or 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 special conditions and specifications shall be made on the basis of this statement.

7. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with any Proposal 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 RFP, 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 RFP are applicable and in full force and effect. The Offeror's authorized signature appearing elsewhere in the RFP attests to this.

8. MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS: Unless expressly stated otherwise in the RFP, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications or special conditions 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 RFP, Offerors may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" offers, Offerors shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Offerors shall submit with their Proposal 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 Offeror'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. Proposals 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 an Offeror 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 Offerors separate manufacturer certification of all statements made in the Proposal.

9. FORM: Proposals must be typed or printed in ink on the form contained in or prescribed by the RFP and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.

10. COLLUSION: The Proposal shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Proposal on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.

11. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the RFP due date and during evaluation of Proposals by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the RFP and the contents therein is prohibited, and shall constitute good

cause for disqualifying an Offeror. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the RFP in writing.

12. **CONFLICT OF INTEREST:** Contract award is subject to the provisions of 112, F.S. Offerors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of SBAC. Further, all Offerors must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Offeror's firm or any of its branches.

13. **LOBBYING: OFFERORS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS RFP. 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 OFFEROR INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER RFP ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY OFFEROR 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 OFFEROR.

14. **INTERPRETATION OF DOCUMENTS AND ADDENDA:** No interpretation of the meaning of the RFP, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Offeror orally. To be enforceable, all requests for interpretation, correction, or clarification of the RFP shall be made by Offerors no later than 72 hours (weekends, holidays not included) prior to the RFP 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 RFP 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 RFP. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and Offerors are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP. Offerors should address any questions regarding this RFP to SBAC Purchasing Department, at A/C 352-955-7582.

It is the responsibility of the Offeror to frequently check the SBAC Purchasing website at [www.sbac.edu/~purchase/bidop.htm](http://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 RFP documents.

15. **LINE ITEM PROPOSAL CORRECTIONS:** The use of correction fluid or erasurs to correct line item Proposal or 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 Proposals will be considered non-responsive for the corrected items only.
16. **OFFEROR'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.
17. **PROPOSAL WITHDRAWAL, CORRECTION:** Prior to the date and time of the public Proposal opening specified in the RFP, Offerors may withdraw or correct Proposals. No withdrawal or correction will be permitted after the RFP opening date and time.

A request for Proposal withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Offeror desiring to withdraw the Proposal. A verbal request to withdraw a Proposal will not be accepted. A Proposal request must be

received in sufficient time for the Purchasing Department to effect the withdrawal.

A potential Offeror desiring to correct or amend its Proposal must do so by replacing the sealed Proposal package currently in the Purchasing Department's possession with a new Proposal package, which must meet the requirements of the RFP and be properly sealed and identified in order to be considered for award. An amended or corrected Proposal package must be accompanied by a letter requesting that it be substituted for the Proposal currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Offeror desiring to correct or amend its Proposal. Such a request must be received in sufficient time for the substitution to be made.

18. **ONE PRICE ONLY:** Unless permitted by the RFP, Offerors shall submit only one quote for each product or service listed in the RFP. If multiple prices are proposed for any single product or service, the Proposal will be rejected for that item only.
19. **ALTERNATE PROPOSAL:** shall be clearly identified as such on the outside of the Proposal package by using the term "ALTERNATE PROPOSAL" (see page two for additional packaging instructions). If an Alternate Proposal is accepted, SBAC will cancel the current procurement and develop a new RFP using as the basis for its specifications the product and/or services contained in the Alternate Proposal. Sole source Alternate Proposals will typically not be considered by SBAC.
20. **BUDGETARY LIMITATIONS:** SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.
21. **QUANTITY ESTIMATES:** Quantities shown are estimated amounts only and are presented to assist Offerors in the development of their Proposals. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the RFP, minimum cost or quantity order requirements are not allowed. Proposals 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 proposed that are responsive in accordance with the requirements of the RFP.
22. **SAMPLES:** If required, samples submitted by the Offeror, unless elsewhere indicated in this RFP, shall become the property of 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 RFP number, title, and the opening date and time.

Unless otherwise specified, all samples must be submitted to the Purchasing Department.

23. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the RFP, all specified products contained in each Proposal 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 RFP will not be considered. Any Offeror 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 Offeror 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 RFP, Offeror 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 Offeror) for reasons attributable to Offeror,

- Offeror 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.
24. **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.
25. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Offeror(s), purchases may be made under this Contract by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
26. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if an Offeror 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 RFP, the Offeror 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 Proposals 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 agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Proposal received as a result of the RFP, if it is in its best interests to do so.
27. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the RFP, unsatisfactory performance by an Offeror 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.
28. **OFFEROR REPRESENTATIONS AND QUALIFICATIONS:** Offeror warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the RFP. By submitting a signed Proposal, Offeror acknowledges that SBAC is relying on the representations and warranties made by the Offeror.
29. **DISPUTE:** With respect to a protest of the specifications contained in an RFP, the notice of protest shall be filed in writing within seventy-two (72) hours after the RFP is posted 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.
- Proposal tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Offeror who disputes the Contract award recommendation for any Proposal shall file a notice of protest in writing within seventy-two (72) hours of the Proposal tabulation posting and shall 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.
30. **PROPOSAL TABULATIONS:** Proposal 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.
31. **NOTIFICATION OF AWARD:** Unsuccessful Offerors will not receive notification of award. Proposal tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
32. **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 RFP, or proposed by the successful Offeror 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 Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Offeror from doing business with SBAC.
33. **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 Offerors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192.
34. **SAFETY STANDARDS:** At a minimum, Offeror 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.
- Offeror 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 Offeror may be disbarred from participating in any future purchases of goods and services made by SBAC for a period of 12 months.
35. **MATERIAL SAFETY DATA SHEETS:** Any items provided hereunder 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.
36. **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 RFP will be returned and/or re-performed at the Offeror's risk and expense.
37. **FACILITY INSPECTION:** SBAC reserves the right to inspect or have its representatives inspect the Offeror's facilities, including those of its subcontractors, if any, at any reasonable time.
38. **OFFEROR PERSONNEL:** Offeror shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the RFP, 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 Offeror, 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 Offeror employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work on 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 Offeror will in no way relieve Offeror 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, Offeror shall notify department or school personnel and follow customary sign-in procedures. All Offeror personnel shall wear clothing identifying them as an employee of the Offeror (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.

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

40. 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](mailto:accountspayable@gm.sbac.edu). All invoices shall, at a minimum, include the following:

- ✓ RFP#;
- ✓ 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 RFP, 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 Offeror 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.

41. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Offeror list.

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

43. REGULATORY COMPLIANCE: Offeror 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 RFP.

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

45. TERMINATION FOR DEFAULT: SBAC reserves the right to terminate any Contract resulting from this RFP for failure of the Offeror to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Offeror. 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 Offeror shall reimburse SBAC any excess costs incurred thereby.

46. INDEPENDENT CONTRACTOR: Offeror(s) shall have the status of an independent contractor. Offeror(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Offeror 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 Offeror's failure to do so, Offeror shall forthwith reimburse SBAC for the entire amount so paid by it.

47. SUBCONTRACTS: The Offeror 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.

48. ASSIGNMENT: Any Contract between the successful Offeror and SBAC shall not be assigned by the successful Offeror 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.

49. ANTI-DISCRIMINATION/EQUAL OPPORTUNITY: Offeror 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."

50. DISCRIMINATION: An entity or affiliate who has been placed on the State of Florida discriminatory list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not 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.

51. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Offeror 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 Offeror, 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 Offeror in performance of the work described herein; or (c) liens, claims or actions made by the Offeror 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 Offeror 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 Offeror.

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

The Offeror 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

52. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Offeror 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.
53. **COMMON CARRIER WAIVER:** In the event Offeror 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 Offeror, during the base contract term and any renewal period, then Offeror may complete the Common Carrier Insurance form included herein to request an exemption from the RFP's insurance requirements described in the Insurance Certification Form.
54. **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. Offeror certifies that each item contained in its Proposal 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 Proposal consists of agricultural products that were grown domestically. Offeror shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Offeror 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.
55. **CONE OF SILENCE:** A Cone of Silence is in effect for this RFP as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](http://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 RFP between:

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

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

- A. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Offeror, 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, Offeror, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Offeror, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Offeror, proposer or respondent voidable.

56. **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 Offeror 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 Offeror 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 Offeror 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.

57. **LIFE CYCLE COSTING:** If so specified in the RFP, 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.
58. **WARRANTY OF ABILITY TO PERFORM:** Offeror 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 Offeror's ability to satisfy its Contract obligations. It shall be the responsibility of Offeror 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 Offeror 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.
59. **RECORDS RETENTION AND ACCESS:** Offeror shall retain records associated with the goods and services purchased herein for a period of five (5) years plus current following final payment. Offeror shall, with reasonable notice, provide SBAC access to these records during the above retention period.
60. **CONFIDENTIAL INFORMATION:** Offeror recognizes and acknowledges that Offeror, 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"). Offeror 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 RFP, 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, Offeror, 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 Offeror's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Offeror shall be

required to complete an access request form. The form, along with a copy of the contract award letter or RFP 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, Offeror shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at

[http://www.sbac.edu/files/IOHzs/a70b66390a32737c3745a49013852ec4/YearlyACPSINFOSECRES\\_1.pdf](http://www.sbac.edu/files/IOHzs/a70b66390a32737c3745a49013852ec4/YearlyACPSINFOSECRES_1.pdf).

61. COMMON CARRIER WAIVER: In the event the Offeror and its employee's will not enter onto SBAC property during the base contract term or any contract renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Offeror employees, during the base contract term and any contract renewal period, then the Offeror may complete the Common Carrier Insurance Waiver form included herein to request an exemption from the RFP's insurance requirements described in Item 51 above.
62. FLORIDA PREFERENCE: When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Proposals from Offerors having a principal place of business outside the State of Florida. When applicable, all Offerors must complete and include Offeror's Statement of Principal Place of Business with its Proposal. Failure to comply shall render its Proposal non-responsive and therefore not subject to contract award.
63. Offeror is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Offeror's duties under this RFP, 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 Offeror 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 Offeror or keep and maintain public records required by SBAC to perform the service. If Offeror elects to transfer all public records to SBAC upon completion of the contract, Offeror shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Offeror keeps and maintains public records upon completion of the contract, Offeror 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.
64. 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 RFP. 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 65-73 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "OFFEROR ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL OFFEROR(S).

65. COPELAND "ANTI-KICKBACK" ACT: All Offerors 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 Offeror 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.

66. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Offerors 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, Offerors 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, Offerors 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 Offeror 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 Offerors. SBAC will report all suspected or reported violations to the Federal awarding agency.
67. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): Offerors 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.
68. 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, Offeror 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).
69. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Offerors 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.
70. 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.
71. 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.
72. DRUG-FREE WORKPLACE CERTIFICATION: Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals 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.

73. 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).
74. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: An Offeror that, at the time of bidding or submitting a Proposal 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 RFP, Offeror 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 Offeror awarded a contract as a result of this RFP 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 RFP if Offeror 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 an Offeror 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.
75. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Offeror 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) Offeror 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 Offeror 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) Offeror shall maintain a copy of all

affidavits, (iv) Offeror shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Offeror 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 Offeror'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. Offeror may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



ATTACHMENT B  
PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION

1.0 REQUIRED PROPOSAL SUBMITTALS

Offerors should become familiar with any local conditions that may, in any manner, affect the services required. Offerors are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of SBAC.

1.1 Proposal Copy:

Offeror's shall submit two (2) digital copies (PDF format, loaded on a USB flash drive) in accordance with the RFP instructions (page 02). NOTE: Attachment 4 will be in Excel format on the flash drive. One (1) hard-copy set of forms (**Tab 2**) with original signature must be submitted with the digital copies (see below).

All proposals must be signed by an officer or employees having the authority to legally bind the company.

1.2 Proposal Organization and Format:

Elaborate proposals are not necessary, nor desirable. Proposals should be concise, logically organized, and address in detail the Offeror's proposed products, services, costs and fees in light of the requirements of this RFP.

Proposals shall be organized and presented in the order assigned in RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated or otherwise clearly marked.

1.3 Required Submittals:

All proposals should include the following information. Proposals which are substantially incomplete or lack key information may be rejected at the discretion of SBAC.

Tab 1	Executive Summary
Tab 2	RFP Contract Forms – Complete and sign the following forms: <input type="checkbox"/> Offeror Acceptance and Acknowledgement (page 01) <input type="checkbox"/> Certification Regarding Debarment Form (page 03) <input type="checkbox"/> Jessica Lunsford Act Form (page 06) <input type="checkbox"/> Small/Minority Business Enterprise Form (page 07) <input type="checkbox"/> Insurance Certification Form (page 09)
Tab 3	Minimum Eligibility Requirements (Go/No-Go Evaluation)
Tab 4	Scope of Service and Project Approach
Tab 5	Qualifications and Experience
Tab 6	References
Tab 7	Potential Rebates, Discounts and Fees
Tab 8	Cost Proposal

1.4 Definitions of Required Submittals:

Tab 1: Executive Summary

Submit a letter indicating your company's understanding of and willingness to provide the services described in the RFP, including:

- A. Brief synopsis of the Offeror's understanding of the RFP and a statement of willingness to provide the services described therein;
- B. Brief description of the Offeror's expertise and experience in servicing contracts similar in scope to the services described in the RFP;
- C. Provide the Contact name, title, phone #, and email address of person authorized to represent the Offeror during the solicitation process and to contractually obligate the business for the purpose of this RFP;

The Executive Summary should be signed by an officer of the Offeror with signature authority.

Tab 2: RFP Forms

Complete, sign, and submit referenced forms in original hard-copy.

Tab 3: Minimum Eligibility Requirements (Pass/Fail Evaluation)

- A. Offerors shall have a minimum of five (5) years of experience as a GPO, or other procuring agent, meeting the specifications herein and successfully providing a food and food related products distribution program to child nutrition non-profit educational systems under the same legal entity name within the State of Florida, as verified by sunbiz.org, prior to proposal opening.
- B. Offerors shall have and maintain all applicable State licenses, Business Tax Receipt, Certification, Training, etc. necessary to perform the services of this Contract. Offeror shall provide copies of all applicable documents with Proposal.
- C. Offeror shall have sufficient financial support, tools, equipment, and organization to ensure that they can satisfactorily execute the service if awarded the contract under the terms, conditions, and specifications stated herein.
- D. Offeror shall provide evidence of Financial Stability (most current audited financial statement, or profit/loss statement for the previous two years. SBAC considers this data to be Business Confidential; as such it shall only be included in the hard copy original forms and not in the digital PDF copies.
- E. Offerors shall provide all required documentation, proof of insurance coverage or proof and insurability, and all required forms (Tab 2)

Tab 4: Scope of Service and Project Approach

- A. Provide a detailed response stating Offeror's understanding of the nature of the scope of services to be provided, ability to perform the requirements of this solicitation, and the capability to comply with the terms and conditions of the RFP
- B. Outline role and responsibilities of the successful Offeror and their contracted Distributor's personnel to service the NFBG members.
- C. Describe the following:
  - i. Technical details and approach of the products/solutions proposed
  - ii. Reporting Services
  - iii. Inventory Management of Distributor
  - iv. Inventory Management of USDA Processed Foods
  - v. Invoicing (electronic process)
- D. Describe Offeror's contracted distributor's order system, to include:

- i. Timeline for order placement and changes
  - ii. Process for District notification and handling of shortage or substitutions
  - iii. Detailed description of the process for electronic ordering, receiving, invoicing and payments
  - iv. Emergency support to service the District in the event of a District or Distributor computer failure
  - v. Any enhancements in the direct order entry system that may be beneficial to SBAC
- E. Describe Offeror’s contracted distributor’s delivery process, to include:
- i. Plan to promptly respond to issues with deliveries
  - ii. Availability of “key-drop” delivery option
- F. Describe the process for handling of proprietary or special-order products
- G. Describe the plan to communicate market changes to SBAC
- H. Provide a copy of contracted distributor’s HACCP Plan to include its Cold Chain Management System. SBAC reserves the right to request a complete copy of the plan at any time during the evaluation process.
- I. Provide contracted distributor’s process for handling product recalls
- J. Provide a sample fill rate report from contracted distributor for a school district of 25,000 students or larger for **October 1-November 30, 2022**. The report should be by item and indicate weekly fill rate percentage for the school district as a whole. Define how the fill rate was calculated and indicate where out of stock is due to vendor production issues and provide documentation.
- K. Provide sample Price/Usage, Recap, and Price-Management reports from contracted distributor (see **Attachment C #18**)
- L. Ensure contracted distributor provides a report stating the Identification of Local products monthly or as requested by SBAC
- M. Provide a detailed description of the Quality Assurance Program your contracted distributor has in place.
- N. Provide any other information deemed pertinent to the Offeror’s ability to perform the services.

Tab 5: Qualifications and Experience

- A. Provide a brief company history, including years in business and markets served, of both Offeror and contracted distributor.
- B. Provide a copy of OSHA inspection reports for the past 12 months and Good Food Purchasing certifications from contracted distributor.
- C. Provide a list of any regulatory or license agency sanctions within the last five (5) years for both Offeror and contracted distributor.
- D. Provide any information if your company and/or contracted distributor has been declared in default of any contract within the last five (5) years.
- E. Provide any information if your company and/or contracted distributor is currently subject to litigation in which an adverse decision might result in a material change in your company’s financial position or future viability.

- F. Provide a description of your company and contracted distributor’s experience with school districts and/or school district buying groups during the past five (5) years. What percentage of your company’s gross sales was/is derived from servicing institutional food programs? (Institutional food programs encompass, but are not necessarily limited to, K-12 schools, colleges, universities, hospitals, correctional facilities and nursing homes).
- G. Provide the names, job titles and experience of staff of both GPO and contracted distributor (account representatives, administrative, buyers, finance, etc.) that will be assigned to the contract. Include educational background, work experience, certifications and any other information describing the individual’s qualifications. Please include if your company will need or add additional staff if awarded the contract
- H. Provide any other information deemed pertinent to this criterion.

Tab 6: References

- A. Provide a minimum of three (3) references, within the last five (5) years, from other Florida School Districts.
- B. Provide any other information deemed pertinent to this criterion.

Tab 7: Potential Rebates, Discounts and Fees

- A. Explain any potential savings available to SBAC and NFBG (broken down per member, based on current school year’s members’ sales data in Attachment 1) and describe your firm’s methodology for the determination of these savings.
- B. Provide any prompt payment discount(s) offered
- C. Explain any membership fees (if applicable) – list on Attachment 3 – Bottom Line Fee and Price Sheet
- D. Provide an overview of additional services that may be beneficial to NFBG

Tab 8: Cost Proposal

- A. Bottom Line Fee and Price Sheet – Attachment 3
- B. NFBG Product Cost Spreadsheet – Attachment 4 (as a separate Excel file on flash drive)
- C. The digital PDF proposal copies **shall not** contain Tab 8. However, the flash drives containing the digital PDF proposal copies shall include a separate Excel file with Product Prices (Attachment X).

2.0 EVALUATION CRITERIA:

Proposals shall be evaluated using a ranking point system (1=poor through 5=Excellent) applied to a set of weighted evaluation criteria (see below) to establish an aggregated technical score for each proposal. A brief explanation of each evaluation criteria and their corresponding points is listed below. Price proposals shall be evaluated as follows: low price earns full points; other prices are assigned a score relative to the low price as follows: (low price/price) x 400 points.

The Proposal documentation requirements set forth in Tabs 1-8 are designed to provide guidance to the Offeror in providing the information necessary for SBAC to perform a comprehensive evaluation of each Proposal. A total of 1000 points are possible in scoring each Proposal.

#	Description	Points
	<u>Required Forms/Minimum Eligibility Requirements</u>	Pass/Fail
1.	<u>Cost Proposal (Tab 8)</u>	400

2.	<u>Scope of Service and Project Approach</u> (Tab 4)	350
3.	<u>Qualifications and Experience</u> (Tab 5)	100
4.	<u>References</u> (Tab 6)	100
5.	<u>Potential Rebates, Discounts and Fees</u> (Tab 7)	50
Total Award Points		1,000

3.0 PROPOSAL EVALUATION PROCESS:

1. A Proposal Evaluation Committee (“PEC”) composed of representatives of the North Florida Buying Group (NFBG) and the School Board of Alachua County (SBAC) will screen and evaluate all proposals received. One or more Purchasing Department staff will participate on the PEC in a non-voting, advisory capacity only. One or more Consultants contracted by the NFBG will also participate on the committee as voting member(s).
2. The PEC will consider all Proposals received that comply with the RFP’s submittal requirements;
3. Each Proposal will be evaluated and ranked according to how well it addresses the criteria listed herein and the products and services described elsewhere in the RFP. Proposals shall be sufficiently detailed to permit a complete analysis of each Offeror’s ability to provide the specified products and services.
4. The PEC may recommend contract award on the basis of initial Proposals received without further clarification, discussions, or negotiations. Therefore, initial Proposals should contain the Offeror’s best terms from a cost/fee and service standpoint.
5. The PEC may seek additional clarification from any or all Offerors as necessary to completely evaluate Proposals, including conducting phone interviews with, or requesting formal presentations by, any or all Offerors submitting Proposals. All clarifications, phone interviews, or formal presentations will be based on the Proposals received by the District.
6. The PEC will rank Proposals in descending order of preference based on the scoring matrix described herein. Award shall be made to the Offeror, whose Proposal, conforming to this RFP, is most advantageous to SBAC, fee, price and other factors specified herein considered.
7. Invitation to Negotiate Component: The PEC may, within the confines of the RFP, negotiate further terms and conditions, including price, with the highest ranked Offeror. The PEC reserves the right to terminate negotiations at its discretion with any Offeror, to award to other than the highest ranked Offeror (assuming unsuccessful negotiations with that company), or not to make contract award.

4.0 ANTICIPATED SOLICITATION SCHEDULE AND CONTRACT AWARD:

Feb 23, 2023	Issue Solicitation
March 2, 2023 by Noon (EST)	Last Day for Offeror Questions (email to <a href="mailto:ryanln@gm.sbac.edu">ryanln@gm.sbac.edu</a> )
March 6, 2023	District Response via Addendum 1 (see Attachment 3 Addenda Acknowledgement Section)
March 22, 2023	Proposals Due
April 18, 2023	Contract Award
July 1 <sup>st</sup> , 2023	Contract Start Date

ATTACHMENT C  
SCOPE OF SERVICES AND SPECIAL CONDITIONS

SECTION 1 – INTRODUCTION AND SCOPE OF SERVICES

**1. Intent**

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

The School Board of Alachua County (hereinafter “SBAC” or “District”), a member of the North Florida Buying Group (hereinafter “NFBG”) and the contract’s administering agency, is soliciting Proposals from qualified Group Purchasing Organizations (GPO) (hereinafter “Offerors” or “company”) or other procuring agents to provide broad and extensive purchasing programs with manufacturers and vendors to partner with the District, and all other members of the NFBG, to provide comprehensive purchasing services compliant with all current USDA and Florida guidance for food and supply products that meet the USDA Food and Nutrition Services standards for school child nutrition programs. These categories include meat and meat alternates, grain products, fruits and vegetables, staples, a la carte items, chemicals and food service disposables. The services also encompass the delivery of processed commodity products. (See Attachment 4 for NFBG product listings). The successful Offeror shall have a valid contract for distribution of the food and supply products to the individual delivery sites for two (2) or more years of the awarded contract duration. The services also encompass the delivery of processed commodity products. Any reference herein to SBAC, District, districts, NFBG, or buying group shall be interpreted to mean all districts and district schools within the North Florida Buying Group, as defined below.

As the lead agency for the child nutrition purchasing cooperative NFBG, SBAC is requesting that all current NFBG member districts be included in all products and services in the awarded contract via the USDA piggybacking process for school food authorities (SFAs). In addition to SBAC, current member non-profit school districts are Bradford, Clay, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Madison, Putnam, Taylor, and Union. See Attachment 1 for information on all NFBG members’ delivery site addresses, participation, meal and snack programs offered, and average weekly product orders volume.

The ability to “piggyback” on the contract each school year is restricted solely to the current members of the NFBG. School Food Authorities may be added or removed as NFBG members during the awarded contract term and subsequent renewals if agreed upon by both SBAC and the successful Offeror. Changes that would result in a material change in the contract will not be implemented.

This RFP and the pending contract shall comply with all applicable Code of Federal Regulations and any changes to those codes implemented after contract formation.

**2. Demographics**

The estimates contained herein reflect the aggregated volume of all the NFBG members. The annual “selling price” value is estimated at an average 45-50 million dollars (net sales) per contract year over the three (3) year base term. This is an estimate only. Actual sales volume will vary based, in part, on menu cycles, product costs, the composition of the NFBG and possible increased meal counts due to federal guidance updates during the contract period.

3. **Questions:** Any and all questions concerning this solicitation must be submitted in writing no later than Wednesday, March 2, 2023 at 12:00 PM EST. Please direct all questions concerning this solicitation to Lauren Ryan, Purchasing Agent at [ryanln@gm.sbac.edu](mailto:ryanln@gm.sbac.edu).
4. **Addenda:** Revisions which modify the RFP documents, by addition, deletions, clarifications, or corrections will be issued in writing prior to the opening of Proposals.
5. **Contract Award:** Award shall be made to the highest ranked, responsive and responsible Offeror meeting the criteria of this RFP and determined to be in the best interest of SBAC. SBAC reserves the right to further negotiate, including price, with the highest ranked Offeror. If an agreement cannot be reached with the highest ranked Offeror, SBAC reserves the right to negotiate and recommend award to the next highest Offeror, or subsequent Offeror(s), until an agreement is reached. In addition, SBAC reserves the right to cancel this RFP, to reject any and all Proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of SBAC.
6. **Contract Term/Renewal:** The base contract term is three (3) years, beginning on or about July 1, 2023 and ending June 30, 2026. The contract may, upon mutual agreement of the parties, be renewed for three (3) additional one (1) year periods under the same terms and conditions as the base contract period. The renewal option(s), if exercised, will be documented in the form of a renewal letter issued by the District to the successful Offeror 120 days before the base or renewal term expires.
7. **Communications:** The successful Offeror and their contracted distributor must provide a means to receive direct communications from SBAC. A copy of all written communication concerning contract discrepancies, issues or concerns from SBAC and the successful Offeror shall be forwarded to the appropriate Food Service department and the SBAC Purchasing Department.
8. **Specifications:**
  - A. Group Purchasing Organization (GPO) Shall Provide:
    1. Ensure complete transparency in manufacturer programs including pricing, incentive programs, and rebates.
    2. SBAC is seeking GPO or other procuring agent with a current contract for distribution of awarded product to NFBG members' delivery sites on a weekly basis. SBAC, the successful Offeror and their contracted distributor will agree on delivery days and frequency during extending school closures due to force majeure and/or summer feeding schedules for each NFBG member.
    3. Ability for successful Offeror to perform vendor (manufacturer and/or broker) and distributor contract price audits. Audits should check all pricing mechanisms, including a sufficient number of firm priced and fixed fee items.
    4. All competitive bid documentation of bid pricing performed on behalf of SBAC must be available upon request.
    5. Offeror and their contracted distributor shall provide support for advising and assisting SBAC in evaluating existing purchases and making recommendations for alternates which meet or exceed the purpose, nutritional requirements and quality objectives.
    6. Ability for SBAC to negotiate with the manufacturer/supplier community and implement direct supplier agreements for the benefit of SBAC for products, and if appropriate, related equipment not readily available through the successful Offerors contracted distributor.
    7. Offeror's contracted distributor to provide market intelligence including market conditions, product recalls, product availability and other pertinent information for all purchases.
    8. Successful Offeror and their contract distributor's purchasing services must meet or exceed all Federal, State, Local and CCSB procurement guidelines, policies, regulations, and laws for all Child Nutrition Programs.

9. The services provided shall be operated and maintained as a benefit to SBAC and each NFBG members' students, and staff. The successful Offeror, their contracted distributor and SBAC's agreed upon services will be updated as needed to maintain compliance with all USDA and FDACS guidance.
10. The services provided shall be managed to promote maximum participation in the Child Nutrition Programs.
11. Provide services to each site as specified in Attachment 1. NFBG members already set up or considering evening key drop deliveries (optional service) will coordinate directly with the contracted distributor after award.
12. SBAC may add or remove sites and/or meal periods for existing programs (Attachment 1) at any time during the contract period and subsequent renewals unless the addition or removal creates a material or substantive contract change.
13. SBAC reserves the right to maintain, add and/or remove present food and beverage vending machines in one (1) or more delivery sites and will include the review of the successful Offeror's vending machine availability and pricing during the duration of the awarded contract.
14. The successful Offeror and their contracted distributor shall be an independent contractor and not an employee of SBAC. The employees of the successful Offeror shall be considered solely employees of the successful Offeror and shall not be considered employees or agents of SBAC in any fashion.
15. The successful Offeror shall conduct the provided services to ensure compliance with the rules, policies and statutes of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.
16. SBAC reserves the right to maintain, add and/or remove products listed in Attachment 4 according to processes and timelines mutually agreeable to SBAC and the successful Offeror. SBAC will be able to add new or different products meeting a combined 1,000 cases per school year for all Florida child nutrition programs contracted with the successful Offeror and their contracted distributor.
17. When a product is determined to not meet the specifications of the previously requested product or is discontinued by the manufacturer, NFBG members will be able to implement the agreed upon new product addition process prior to previously agreed timelines to minimize menu disruptions.

**B. School Food Authority Responsibilities:**

1. Each NFBG member shall ensure that the food service operation is in conformance with its *Child Nutrition Programs Agreement* and the *Eligibility Manual for School Meals Determining and Verifying Eligibility*.
2. Each NFBG member shall retain control of the quality, extent and general nature of its food service operation and the prices charged to students, adults, etc. for meals, milk, a la carte items, adult meals and vending machine items, as applicable.
3. Each NFBG member shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.
4. Each NFBG member shall inform the successful Offeror of any adjustments to menus/expected usage and monitor implementation of adjustments and provide current product usage forecasts as needed for the successful Offeror.
5. Each NFBG member shall be responsible for resolution of program reviews and audit findings.
6. Each NFBG member shall adhere to payment terms as covered in Special Conditions #9 for commodities, products and services provided.
7. Each NFBG member will provide a copy of the school-board approved school year calendar and will provide any changes to their calendar to the successful Offeror's contracted distributor throughout the initial contract term and any renewals.
8. Each NFBG member shall respond to emails and phone calls, participate in digital and/or in-person meetings as appropriate for the successful Offeror and their contracted distributor to conduct professional, efficient business practices to maintain quality child nutrition programs compliant with all USDA and FDACS guidance.

**C. Group Purchasing Organization (GPO) and Contracted Distributor's Responsibilities:**



1. Provide procurement and product delivery services through their contracted distributor that meets all Federal and State guidelines for items listed in Attachment 4 and related services.
2. Ability for successful Offeror and their contracted distributor to integrate with NFBG members' electronic ordering method or if unavailable provided an acceptable electronic method of purchasing, keeping track of orders, rebates, deliveries, invoices and reports. Successful Offeror and their contracted distributor shall explain how they will comply with this requirement. See Special Conditions 5.
3. Provide methods of purchasing items which pricing may change weekly. The successful Offeror and their contracted distributor must have the ability to adjust pricing of items properly procured in Attachment 4, including fresh produce and other items that price will regularly fluctuate. GPO must have a mechanism in place for these items.
4. Provide Fee structure for services. The successful Offeror and their contracted distributor's per case service fee will be fixed for the 2023-2024 school year. SBAC will accept specific awarded product price changes/adjustments effective July 1<sup>st</sup> and January 1<sup>st</sup> for the duration of the awarded contract term and any subsequent renewals. The fixed fee includes all other costs (except the product costs defined below) necessary to perform the services described herein, including but not limited to, delivery to each school site, overhead, profit and fuel.
5. Contracted or firm bid product pricing will be made available to SBAC in sufficient time to prepare back-to-school orders for the beginning of each school year for the duration of the contract and subsequent renewals. Product prices along with any additional information needed will be made available to NFBG members.
6. Process and provide product price updates, deletions or additions, price increases/decreases, and unchanged prices to SBAC effective each July 1<sup>st</sup> and January 1<sup>st</sup> for the duration of awarded contract terms and any subsequent renewals. Product price equals the net price paid to manufacturer and includes the cost of transporting to the contracted distributor's warehouse. The successful Offeror and their contracted distributor may not change product prices without prior notification to SBAC.
7. The successful Offeror shall ensure their contracted distributor provide product specification files with product name and Manufacturer ID# in file name and each file complete specifications, including CN labels or Product Formulation Statements as applicable, every January and July.
8. When SBAC forecasts sufficient usage for a current contracted product with a price increase of 15% or more for the next agreed price change interval, the successful Offeror will work with the contracted distributor to obtain one (1) or more alternate products that meet or exceed the product specifications to be approved by SBAC.
9. Provide competitively bid contracts, pricing and information, catalogues, search information, technical information, and any contract extensions/renewals, etc., as requested.
10. Provide specific staff to assist SBAC as needed to conduct efficient business.
11. Provide the capabilities to procure distribution of USDA commodity products if requested.
12. Successful Offeror shall ensure their contracted distributor can provide files of procurement documents, if requested.
13. Successful Offeror and the contracted distributor shall provide input and evaluation of food items, supplies and materials bid / proposal responses prior to award.
14. Successful Offeror shall ensure the contracted distributor notifies SBAC whenever there is a change of sources, particularly if foreign sources are substituted for domestic sources due to a shortage of supplies, or for other reasons, and supply product specification files on newly sourced items.
15. Rebates, Discounts, and Credits: Any such rebates, discounts and credits must accrue to the benefit of each NFBG member's nonprofit account. Rebates, discounts, and credits may include, but would not be limited to, any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value from manufacturers/vendors or other persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the SFA's nonprofit food service account.
16. Refund SFA for any overpayment. All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the each NFBG member's nonprofit food service account

## SECTION 2 - SPECIAL CONDITIONS

- 1. Buy American Provision:** [7 CFR PART 210.21 (d)] - Section 104(d) As a participating sponsor in the USDA's National School Lunch and School Breakfast Programs, the Districts must adhere to the "Buy American" provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines "domestic commodity or products" as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, the vendor should make every effort to purchase domestic products. SBAC will consider awarding non-domestic products only when a preferred domestic product is unavailable in sufficient quantities to meet members' menu needs or priced substantially higher than an imported version. Items known to the Districts to be available as "non-domestic" are indicated by stating "imported okay" in the description.
- 2. Record Keeping:** The successful Offeror shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state or local laws and regulations that govern SBAC regarding recordkeeping and records retention. All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of SBAC, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
- 3. Fees:** The successful Offeror shall competitively bid all contracts with vendors and secure the best pricing. In the event pricing will need to increase, the successful Offeror will review all requests for price escalation as outlined below and determine if the price increase is acceptable before presenting these increases to SBAC. Requests for escalation must be submitted in writing, with a minimum of 30 days' notice, and include documentation of baseline cost and escalated cost. The successful Offeror will review the appropriate data, including the *Producer Price Indexes* published by the Bureau of Statistics, U.S. Department of Labor (<http://data.bls.gov/cqi-bin/srgate>), to determine if the increase is acceptable. Increases, if granted, shall be in increments of full cents per case only.
- 4. Account Representatives:** The successful Offeror and their contracted distributor shall each assign one or more dedicated account representatives to coordinate the ordering and delivery of all products to school sites, as well as to assist in selecting and managing product quantities, handling invoice discrepancies, and managing product substitution and delivery problems. Duties include, but are not limited to, the following: a) Main point of contact in all areas dealing with SBAC's account; b) Coordinate all direct entry processes and daily checking of orders; c) Coordinate and conduct daily communications with Districts' FNS department; d) Coordinate and conduct daily communications with Districts to discuss shortages and needed substitutions; e) Coordinate replacement of critical items that are short on delivery dates by purchasing them from other sources and delivering them to the Districts; f) Resolve any delivery schedule problems; g) Conduct meetings with District staff as needed; h) Coordinate the communication of Districts' product requirements for use by the Distributor's buyers, including repeated shortages in supply and increased menu requirements; i) Work with the Executive Committee to develop agendas for periodic business reviews; j) Educate Districts about special programs, promotions, and new product ideas; k) Introduce/demonstrate samples of new products; l) Assist with product research for new concepts and menus; m) Coordinate all special, drop shipment, bailment, or proprietary orders; n) Coordinate contract pricing and update shopping/product lists; o) Work with the manufacturer representatives, brokers and product specialists to offer full disclosure as to landed cost for product prices evaluation; p) Oversee the entire distribution program and devote as much time as necessary to maintain a smooth and efficient relationship; q) Coordinate scheduling of audit reviews; r) Coordinate onsite visits by NFBG members and auditors.

**Electronic Communication:** The successful Offeror and contracted distributor must be able to receive orders electronically. SBAC uses a computerized back office order software system. School sites place their orders via computer two days in advance of delivery. The account representatives are responsible for tracking orders to ensure that all school sites have placed a weekly order.

**Handling Procedures and Problems:** The account representative are responsible for screening orders; discussing them with school site personnel and/or district staff on a weekly basis; resolving substitutes and shortage problems in a timely manner; facilitating approval of substitutions and suggested substitutes with district staff; once orders are placed, screening discrepancies with respect to shortages, errors and pricing mistakes; coordinating scheduling of emergency deliveries as needed; tracking invoice pricing and comparing to contract pricing; and tracking usage figures district wide and by school site.

**Menu Forecasting:** Account representative shall evaluate and determine purchasing requirements based on District requested forecasting information; coordinate the change of deliveries from purchased food to commodity and commodity processed food and vice versa; coordinate the ordering of special menu items to ensure products are received on time.

**Forecasting:** SBAC is committed to providing accurate, timely forecasts to successful Offeror and their contracted distributor in order to maintain a continuous supply of products. As business partners with the successful Offeror and their contracted distributor, SBAC is committed to the following:

- At the end of each school year, Districts will provide menu forecasts for the first three weeks of the new school year. Successful Offeror and/or their contracted distributor may request District forecast updates whenever districts change menus, or add or delete specific awarded products.
- Districts are responsible for submitting updated forecasts to the successful Offeror and their contracted distributor 30 days in advance of any menu changes.
- 30-day notice when a product will no longer be purchased.
- 30-day notice when a new product already on an awarded price list is requested.
- Commitment to quantity purchases +/- 15% of the forecast

5. **Ordering:** Electronic Ordering/Invoicing (EDI) and Comma Separated Values (CSV) – Offeror shall accept EDI or CSV files for orders over a secure server. SBAC requires that an EDI file be exchanged over a secure server weekly for invoicing. Successful Offeror shall explain how they will comply with this requirement.

6. **Emergency and Special Orders:**

1. Emergency Orders: In an emergency situation, the District may request emergency deliveries (i.e. first off the truck) to get needed products into operation first thing in the morning; or extra deliveries if needed, in addition to the normal delivery schedule. These deliveries shall be coordinated with the Distributor. There shall be no additional charge for any extra deliveries or those made outside the normal delivery schedule. Emergency Deliveries may be required and are defined as phone in, or e-mail orders placed by the Food and Nutrition Services' designee. These orders may be placed due to theft, food spoilage, emergency changes, etc.
2. Special Orders: Special Purchase Deliveries are defined as phone in, or e-mail orders placed by the NFBG members for special menus, functions, field trips, etc. All special purchases (any item(s) not awarded on a contract) must be approved through the Office of Food and Nutrition Services prior to delivery except catering orders. A designated catering team member will coordinate all catering orders directly with the distributor. Commercial and/or foods as well as disposables may be included in catering/special orders.

7. **Deliveries:** Deliveries shall be made to schools on a regular weekly schedule between the hours of 6:30 AM and 2:00 PM, or as otherwise approved by SBAC. Written delivery schedules shall be submitted by the successful Offeror's contracted distributor to NFBG members for approval 30 days prior to the first delivery and remain constant from week to week. When school holidays fall on a scheduled delivery day, deliveries shall be made

either on the next school day or the prior school day. Changes in delivery schedules initiated by the successful Offeror must be submitted to NFBG members in writing for approval. The successful Offeror's contracted distributor shall notify SBAC 30 days prior to implementation of the revised delivery schedule(s).

Each delivery must be made on a single vehicle with dual or tri-compartments, to adequately protect frozen, dry, chilled, special care products or containers, in accordance with packers' recommendations. Split deliveries, whereby a contractor uses one truck for dry and another for frozen, is unacceptable. During summer school, deliveries may be required in a shorter delivery window, depending on the number of sites open and their hours of operation.

Types of delivery vehicles used are subject to approval by SBAC. Deliveries are to be made in trucks capable of maintaining frozen products at 0° Fahrenheit, refrigerated products at 35-40° F, and dry products clean and dry. Trucks should be equipped with backup warning signals. Drivers must deliver products into pantry, freezer or cooler rooms as designated by the cafeteria manager. Drivers are not required to stow products on shelves, nor remove containers from master cartons. If an item is omitted from an order by the awarded Respondent's contracted distributor or is delivered in unacceptable condition (defrosted frozen product or damaged containers, for example) replacement delivery must be made within 24 hours, or a longer time span if approved by SBAC's Food and Nutrition Services office, and no fee shall be charged to SBAC for initial delivery of unacceptable product and re-delivery of acceptable product. If an extra delivery is required due to SBAC's error, the Vendor may require a minimum order of \$200.00. All line items must be delivered, on the approved scheduled delivery day and time, at a minimum error free level of 99% of the line items, as pertains to accuracy and acceptability.

Some NFBG members may agree to receive deliveries during hours when students and staff are not present (commonly referred to as "key drop" or "lock box".) Deliveries made outside of agreed upon delivery times will not be tolerated and may be cause for contract termination.

8. **Invoices:** All orders shall be accompanied by an itemized invoice, including the Distributor name, account number, product name, unit cost, pack size, amount ordered, amount delivered, extension, total cases delivered, and total charges. All substitutions and shortages should be noted on the invoice. All invoices shall clearly include commodity discount on all commodity processed items

**Electronic Invoicing:** A digital spreadsheet containing customer number, school name, delivery ticket number, delivery date, invoice number, invoice date, amount, and site number is submitted to the District for deliveries as scheduled. In addition, adjustments to invoices (credits or debits) must be sent to the District utilizing the same process that will not interfere with any prompt payment discounts offered.

9. **Payments:** Processes differ by participating district and the successful Offeror will accommodate those differences at no additional cost.

**ACH Payment:** The successful Offeror shall accept ACH payment for multiple (bulk pay) invoices simultaneously and electronically through SBAC's software system. The successful Offeror will be required to submit their ACH/banking information (marked **Business Confidential**) and Certificate of Insurance upon notification of award by SBAC. Provide payment terms for ACH payments and any early payment discounts (i.e. 1% Net 10) offered.

SBAC complies with the Florida Prompt Payment Act (ss.218.70-218.80). Invoice payment is Net 45 days from the date of receipt of a satisfactory invoice.

10. **Substitutions/Shortages:** Product substitutions due to out of stock situations should be held to an absolute minimum. When one or more products are unavailable for the scheduled delivery to a NFBG member's site the successful Offeror's contracted distributor will notify the predetermined district staff member(s) of appropriate substitutions that meet or exceed the unavailable product's specifications and the number of cases to provide a similar portion count of the unavailable item. The substitutions will be available at the same or lower portion

price unless the NFBG member agrees to a different portion price. The SBAC and contracted distributor will agree on standard notification lead times and communication methods (i.e., email) for notifying NFBG members and the member's decision to accept or reject the substitution including the cost information.

Substitutions are only appropriate under the following conditions: a) a manufacturer fails to deliver the product to the successful Offeror; b) the product is discontinued; c) the quality of the product is unsatisfactory to SBAC; or d) in the event of an emergency. Substitutions/replacements shall include cost information submitted prior to approval and delivery.

Product substitutions due to out of stock situations should be held to an absolute minimum. Repeated product substitutions resulting from stock-out conditions may result in contract termination for default.

**11. General Product Specifications:** All products should meet or exceed the current USDA Meal Pattern Requirements and the following nutrition guidelines:

- All products should be trans-fat free, except for naturally occurring small amounts of trans-fat that may be in an animal product.
- All grain products should meet the Whole Grain Rich requirements set by the USDA for the National School Lunch and Breakfast Programs. Products not in compliance that are for the general student population may be deemed non-responsive.
- Products should have a Child Nutrition (CN) Label or product formulation statement of meal pattern contributions, when appropriate.

Preference may be given for products with reduced sodium levels, monosodium glutamate (MSG) free, nitrate/nitrite free, or those able to be utilized in a la carte by meeting USDA Smart Snack Standards.

**12. Discontinued/Replacement Products:** SBAC shall be notified of the reasons for discontinuation/replacement products from successful Offeror and/or their contracted distributor. If a manufacturer discontinues a product, SBAC shall receive written confirmation by the successful Offeror and/or contracted distributor. Successful Offeror and their contracted distributor shall provide a temporary replacement product acceptable to SBAC. A permanent replacement will be determined via the agreed upon NFBG new item process. If the discontinuation is the result of low usage, SBAC shall be provided 7 days prior notice of discontinuation to accept or to re-negotiate usage.

**13. Recommendations of New Products:** New products are evaluated by SBAC as needed based on the following procedures:

- a. New items are defined as items not on a current awarded product listing.
- b. New items, which are not currently stocked by the successful Offeror, shall receive a new slot at the successful Offeror's warehouse if they meet the movement criteria of a total of  $\geq 1,000$  cases per year for all Florida SFAs also contracted with the same successful Offeror.
- c. New items will be tested using established testing procedures. Each item tested shall comply with the contract's terms and conditions and meet current nutritional requirements. NFBG will provide new product(s) order forecasts to the successful Offeror and their contracted distributor.
- d. Manufacturer Order Minimums: Before new products are approved, successful Offeror and their contracted distributor shall notify NFBG of any manufacturer minimum orders. NFBG will then determine if the forecasted volume is sufficient to meet or exceed the stated minimum amounts.
- e. Price will be a factor in deciding whether or not to add the product to the approved product list. NFBG agrees to purchase all remaining inventory in stock, if forecasted by NFBG, prior to the removal of the product from the approved products list.
- f. New items will be brought into stock via fair and open competition and made available to the NFBG members within four weeks or a timeframe provided by the successful Offeror and their contracted distributor.
- g. SBAC shall be notified within 7 days of the successful Offeror stocking new products to ensure SBAC is aware that new items are available to order.

14. **Approved Brands and “Or Equal” Products:** SBAC has specified the approved brand and manufacturer’s product ID number for many specific products on the proposal response form (Attachment 4). “Equal” is defined as a product that meets or exceeds the stated specification. SBAC will consider similar products as “or equal” to the stated brands and product ID numbers based on SBAC’s review of complete product specifications, including CN label of PFS is documents are requested.
15. **Food 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 Offeror shall have a process in place to effectively respond to a product recall. This process shall achieve the following critical objectives:
- Provide accurate and timely communication (within 24 hours) to SBAC regarding a recall.
  - Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
  - Streamline the process for reimbursement for recalled products.
  - Prior to contract award, successful Offeror shall provide the name, phone and cellular phone numbers, and email address for their primary point of contact for all food safety and recall incidents. Successful Offeror shall also provide the same information for a secondary point of contact, as backup to the primary point of contact, in the event the primary point of contact is unavailable or cannot be reached by District staff.
16. **NOI or CNOI and MFSS Products:** Purchased products will include moderately high-volume net-off invoice (NOI) and modified fee-for-service (MFSS) commodity processed products. The successful Offeror and their contracted distributor will purchase, receive, store, distribute, report and track these items in accordance with all applicable federal, state, and local requirements.

NOI: The Net-Off Invoice Value Pass Through (VPT) system is a variation of the “hybrid system” which allows a vendor to sell end products to recipient agencies at a discount and submit a refund application for the contract value of the donated food contained in each case to the processor. The recipient agencies in this contract are NFBG members. Under the Net-Off Invoice system, the vendor does not submit a physical refund application, but rather deducts any eligible discount from the invoice received from the processor. For example, under the Net-Off Invoice VPT system a processor sells identical commodity and commercial products to the vendor at a gross commercial price of \$30.00 per case. The value of the donated commodity food contained in one case of finished end product in this example is \$10.00.

The vendor sells the product at a discounted price based on the value of the donated food contained in the finished case, or in this example \$20.00 plus the vendor’s fixed fee per carton. The vendor then deducts the value of the donated food from the gross commercial price shown on the processor’s invoice to the vendor and remits the balance due to the processor.

Vendor must itemize or note the value of the commodity on each invoice. The invoice must identify the gross case price and the value of donated food(s) per case on separate lines. In no instance shall the base (gross) price exceed the commercial product cost per case established via fair and open competition.

Vendor shall maintain a program that meets the reporting requirements of the State of Florida and any audit requirements, tracks and deducts the commodity value of the product delivered to NFBG members and tracks remaining entitlement. No brand or item code substitution of product is allowed.

Processed end products shall only be purchased from processors that have an USDA approved Summary End Product Data Schedule with the Florida Department of Agriculture and Consumer Services (FDACS) and have been approved by this agency to participate in the net-off invoice and modified fee-for-service alternate systems. Only end products that meet the substitution and grading requirements in 7 CFR 210.10 may be provided.

Only NFBG members with a positive inventory “on the books” or “in the bank” with processors to purchase items using the net-off invoice alternate system. The awarded Respondent’s contracted distributor is responsible for monitoring inventory balances “on the books” or “in the bank” before purchasing net-off invoice commodity processed products.

Successful Offeror’s contracted distributor is responsible for sales verification of net-off invoice commodity processed products and must have the technology in place to meet the reporting and tracking requirements of processors (K-12 Food Service and Processor Link).

The successful Offeror’s contracted distributor agrees to slot commodity processed items with sufficient forecasts and usage on a regular basis and provide usage/velocity figures monthly.

**17. Optional Processed USDA Foods (Brown Box):**

SBAC and other NFBG members currently order USDA Foods (Brown Box) through FDACS’ USDA Planning, Ordering, Inventory Management System (POINT) system for delivery to and then distribution from FDACS contracted food warehouses to school sites.

If mutually agreed upon with SBAC, the successful Offeror and their contracted distributor will include USDA Foods in the regular weekly deliveries to NFBG member sites for a service fee within \$0.10 of the agreed upon service fee per case for one (1) or more school years not effective until at least two (2) years after the successful Offeror’s effective date.

If considered, SBAC will be available to negotiate an agreeable annual forecast for the USDA Foods. Changes that would result in a material change in the contract would not be implemented.

**18. Reports:** The successful Offeror shall ensure their contracted distributor provide the following standard reports throughout the term of the contract and any renewal period:

**Price and Usage Report:** Provided monthly listing total monthly usage for each item delivered and annually listing total annual usage at the end of each school year.

**Recap Report:** Provided monthly listing all items sold to SBAC. The report shall include the following: product description, distributor number, pack, brand name, manufacturer’s product ID number, total quantities purchased, as purchased, in their actual delivered unit (i.e. case or broken case unit), individual cost and total-cost extended cost for each item. The above reports shall be submitted to SBAC by the 15<sup>th</sup> day of each month for the previous month’s deliveries.

**Cost Management Report:** Beginning with the January re-bid period, the Vendor shall provide six-month comprehensive cost-comparison reports, which shall list, side by side, item costs for the previous six months and the next six months, along with plus (+) or minus (-) cost changes. Each report shall list the cost unit usage for the previous six-month period. The usage shall be multiplied by the plus or minus unit cost difference to show the total plus or minus cost differential. The plus or minus cost differential column shall be totaled to show a plus or minus bottom-line comparison. Items shall be listed in descending order of dollar volume usage for the previous six-month period, or year-to-date for the first six-months. Reports shall indicate whenever there is a change, such as pack size, that would affect cost. Columns on the six-month management report shall reflect the following:

- |                            |   |
|----------------------------|---|
| 1. Item Category Number    | 16. New Cost                            |
| 2. Bid Spec Number         | 17. Usage Previous Six Months           |
| 3. Bid Specification       | 18. New Fixed Fee                       |
| 4. Distributor Item Number | 19. Previous Fixed Fee                  |
| 5. Brand                   | 20. New Selling Cost (CMCL & Commodity) |

- |                                  |  |
|----------------------------------|--|
| 6. Manufacturer's Product ID No. | 21. Previous Selling Cost (CMCL & Commodity)   |
| 7. Broker                        | 22. Case Price Difference – Plus (+) Minus (-) |
| 8. Unit of Measure (UOM)         | 23. Percent Case Price Difference              |
| 9. Pack Size                     | 24. USDA Main Ingredient Number                |
| 10. Portion Size                 | 25. Pass-Through-Value/Case                    |
| 11. Additional NOI               | 26. USDA Foods (# per case)                    |
| 12. Country of Origin            | 27. Distributor's Comments (if applicable)     |
| 13. Vendor Name                  | 28. Calculated Portion Cost (CMCL & Commodity) |
| 14. Purchase Type                |  |

The six-month Cost Management Report contains the data used by the auditor to generate the “Semi-Annual Contract Review and Summary Analysis- Six Month Price Changes Review” report described above. Therefore, it is mandatory that the Cost Management Report be submitted to SBAC at least 6 weeks prior to the end of the current six-month price term.

Other reports that may be requested as needed from the contracted distributor include:

- Buy America Act Report- list of exceptions to the BAA statute for the prior six-month bid cycle. This information must be included in the Cost Management Report.
- Slow Moving Items Report – items that fall short of forecasts shall be submitted to SBAC monthly.
- Delivery Performance Report- Order fill rate percentage by District, with subtotal and/or totals indicating the number of cases ordered and the number of cases not received. Any member District fill rate that is appreciably lower than other District's fill rates will be addressed with the Vendor.
- Allergen Report identifying the specific product descriptions and distributor ID #'s containing one or more of the top nine (9) allergens
- Report stating the Identification of Local products monthly or as requested by SBAC. Note: This report shall include the specific growing farm origin for produce.
- Other Miscellaneous Reports- A deleted items report showing products deleted from the Vendor's inventory. A statement of payment report that shows all outstanding debits and credits with referenced invoice numbers and dates by participating entity.

- 19. Termination:** Either SBAC or the successful Offeror can terminate this contract for cause or for convenience with a 120-day written notice. Following 120-day written notification, SBAC can terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the successful Offeror.

Following any termination for convenience, the successful Offeror shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this contract up to and including the effective date of termination. SBAC shall have the right to receive services from the successful Offeror through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

Notwithstanding any provision to the contrary in this Contract, obligations of SBAC will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to SBAC for payments in accordance with this Contract.

If the successful Offeror fails to perform to SBAC's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, SBAC shall provide written notice to the successful Offeror requesting that the breach or noncompliance be remedied within 120- days. If the breach or noncompliance is not remedied by the specified period of time, SBAC may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any



available legal or equitable remedies and damages. SBAC may finish the services by whatever method SBAC may deem expedient. Any damages incurred by SBAC as a result of the successful Offeror's default shall be borne by the successful Offeror at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the NFBG members by the successful Offeror or contracted distributor, as appropriate, upon demand.

Neither successful Offeror nor NFBG members shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). SBAC may cancel the Contract without penalty if the successful Offeror's performance does not resume within thirty (30) days of the Offeror's interruption of services due to an Act of God.

20. **Audits:** The successful Offeror will perform manufacturer and/or broker and distributor contract price audits. Audits should check all pricing mechanisms, including a sufficient number of firm priced and fixed fee items. The successful Offeror shall invite the NFBG consultant and another NFBG member to observe the audit process.
21. **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 States, TDA and their authorized representative.
22. **Quality Control:** Quality Control Reports are an internal tool that cafeteria managers use to communicate issues such as service, product quality, and/or possible contamination. Quality Control Reports addressing urgent issues, such as contaminated food, must be responded to with immediate action and a subsequent written report. All other quality control reports will be forwarded to the successful Offeror and their contracted distributor and the successful Offeror and their contracted distributor must respond, in writing, within five (5) days of notification. Districts may request credits be issued for documented unusable purchased products.
23. **Small/Minority/Women Business; Labor Surplus Area Business:** Successful Offeror shall file copies of all executed subcontractor agreements with the Purchasing Department. Successful Offeror shall submit semi-annual utilization reports for all subcontracts to the Purchasing Department. No subcontract shall be amended, replaced, or terminated without 30-days prior written notice to the Purchasing Department.
24. **Prohibition of Gratuities:** By submission of a Proposal, an Offeror 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 RFP 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.
25. **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.
26. **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.

27. **Protest Bond:** A bid protest bond for one (1) percent of the estimated contract value, with a limit of \$10,000, must be filed with the formal written protest by any Offeror within the time prescribed in Section 120.57(3), Florida Statutes. The protest bond will be returned for any Offeror who wins their protest.
28. **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).

**ATTACHMENT 1 – NFBG MEMBER DATA**  
**SEE ELECTRONIC FILE – EXCEL WORKBOOK**

**ATTACHMENT 2 – REFERENCES**

I, \_\_\_\_\_ (Name/Title), being of \_\_\_\_\_  
 (Name of Company), give The School Board of Alachua County, Florida authorization to check our company's previous performance.

Authorizing Signature: \_\_\_\_\_

REFERENCE NAME:							
CONTACT PERSON:							
CONTACT EMAIL ADDRESS:							
<b>*STOP – REMAINING TO BE COMPLETED BY REFERENCE*</b>							
	<b>EXCELLENT</b>				<b>UNSATISFACTORY</b>		
<b>TECHNICAL PERFORMANCE FACTORS/RATINGS</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
Major tasks/deliverables completed on schedule.							
Responsiveness to changes in technical direction							
Ability to identify and solve problems expeditiously							
	<b>EXCELLENT</b>				<b>UNSATISFACTORY</b>		
<b>MANAGEMENT PERFORMANCE FACTORS/RATINGS</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
Effectiveness and reliability of Contractor's Key Personnel							
Overall performance in planning, scheduling, monitoring							
Overall performance in the area of cost or pricecontrol							
<b>CUSTOMER</b>							
Type: _____ (Educ., Other Govt., Other); Population Served: _____ (ex. Total # Students)							
Contract Value: \$ _____; Contract Term: _____							
	<b>EXCELLENT</b>				<b>UNSATISFACTORY</b>		
<b>CUSTOMER SATISFACTION FACTOR/RATING</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
Please rate the Contractor's overall performance							
Would you use this Contractor again?    YES    NO    (please circle one)							

Signature of Offeror: \_\_\_\_\_

Title of Offeror: \_\_\_\_\_

**ATTACHMENT 3 – FORM OF PROPOSAL  
BOTTOM LINE FEE AND PRICE SHEET**

Reference Attachment 4 – Product Price Worksheets/Workbook

A. Total Product Price for all Frozen, Refrigerated, Dry Goods, Paper Goods, and Chemicals listed on Attachment 4:

\$ \_\_\_\_\_  
(Attachment 4, Sum of Column TBD)

B. Total Case Count for all Frozen, Refrigerated, Dry Goods, Paper Goods, and Chemicals listed on Attachment 4:

\$ \_\_\_\_\_  
(Attachment 4, Sum of Column TBD)

C. Fixed Fee per Case for all Frozen, Refrigerated, Dry Goods, Paper Goods, and Chemicals listed on Attachment 4:

\$ \_\_\_\_\_  
(Attachment 4, Sum of Column TBD)

D. Total Bottom Line Price and Fee Totals for July 1, 2023 through December 31, 2023 Bid Period:

Total Product Price \$ \_\_\_\_\_ + (Total # Cases \_\_\_\_\_ X Fixed Fee per Case \$ \_\_\_\_\_)  
=

Total Bottom Line Bid: \$ \_\_\_\_\_

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Optional Fixed Fee Per Case for Key Drop/Lock Box Delivery Option (some Districts may utilize):

Optional Fixed Fee Per Case (Key Drop): \$ \_\_\_\_\_

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GPO Membership Fee (if any): \$ \_\_\_\_\_

\*will not be evaluated

Offeror hereby acknowledges receipt and acceptance of the following addendum, if any:

Addendum 1: \_\_\_\_\_ (Initial here)

**ATTACHMENT 4 – NFBG PRODUCT COST SPREADSHEET**

**SEE ELECTRONIC FILE – EXCEL WORKBOOK**