

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT OFFER TO: <i>See Bid mailing instructions on page 2</i>	REQUEST FOR PROPOSAL Offeror Acknowledgement and Acceptance
RFP TITLE: FROZEN 100% FRUIT SLUSHES	RFP NO. 24-74
DELIVERY F.O.B. DESTINATION: All Designated Schools and Centers	ISSUE DATE: May 29, 2024 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844)269-9018
RFP DUE DATE AND TIME: June 20, 2024 at 3:00 pm EST	RFP OPENING: Purchasing Department
A pre-proposal meeting is scheduled for not applicable . 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 #:
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OFFEROR EMAIL ADDRESS:	OFFEROR WEB ADDRESS:
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DATE:	EIN/FEDERAL TAX ID #:
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PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 75): YES NO

PURCHASING CARDS: 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.

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"/> 2. Could not meet the specifications
<input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 4. Our production/service schedule will not permit a response
<input type="checkbox"/> 5. Remove our name from this RFP list only
<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. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT RFP AND BID OPPORTUNITES, 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>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</p>

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 100% FRUIT SLUSHES, RFP #24-74,” TO BE OPENED AT 3:00 P.M., JUNE 20, 2024.** 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- SCOPE OF SERVICE AND SPECIAL CONDITIONS
- ATTACHMENT D- PRODUCT SPECIFICATIONS
- ATTACHMENT E – FORM OF PROPOSAL

This form is applicable to this RFP and **shall** be included in Offeror's Proposal (Please reference Attachment A, Item 63 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 #: _____



**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
	RFP #24-74 – FROZEN 100% FRUIT SLUSHES
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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

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

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

Instructions for Certification

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

JESSICA LUNSFORD ACT – 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 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
	RFP #24-74 – FROZEN 100% FRUIT SLUSHES
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, 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
	RFP #24-74 – FROZEN 100% FRUIT SLUSHES
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ 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.

COMMON CARRIER INSURANCE WAIVER REQUEST FORM

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
	RFP #24-74 – FROZEN 100% FRUIT SLUSHES
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSURANCE CERTIFICATION FORM

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.

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 Administration Building at above address; by facsimile transmission to: 844.269.9018).

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

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

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

SECTION B

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above; or
- (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above.

SIGNATURE OF FSMC'S AUTHORIZED REPRESENTATIVE	TITLE	DATE
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In accepting this offer, the sponsor certifies that the sponsor's offices, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

SIGNATURE OF AUTHORIZED SPONSOR REPRESENTATIVE	DATE
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(Accepting a bidder's offer does not constitute acceptance of the contract.)

NOTE: Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

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 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 erasures 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. 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 contract 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 subcontractors. 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, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by 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 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. 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 years 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.
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	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) <input type="checkbox"/> Certificate of Independent Price Determination (page 10)
Tab 2	Product Offering and Equipment
Tab 3	Product Testing
Tab 4	Qualifications and Experience
Tab 5	References
Tab 6	Electronic Ordering/Invoicing
Tab 7	Cost Proposal

1.4 Definitions of Required Submittals:

Tab 1: RFP Forms

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

- B. Brief synopsis of the Offeror's understanding of the RFP and a statement of willingness to provide the services described therein;
- C. Brief description of the Offeror's expertise and experience in servicing contracts similar in scope to the services described in the RFP;
- D. 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: Product Offering and Equipment

- A. Provide a detailed response including explanations of the following:

- i. Type and variety (flavors) of fruit slushes offered
- ii. Nutritional content
- iii. Product labeling
- iv. Mixing ratios, instructions and mixing time
- v. Case yield
- vi. Product shelf life and stability
- vii. Product storage requirements
- viii. Serving size that equals a meal's fruit component
- ix. Timeframe for product to freeze
- x. Product literature and specifications

- B. Describe Offeror's dispensing equipment, to include:

- i. Machine make and model information
- ii. Space and electrical requirements
- iii. Water delivery requirements
- iv. Mixing bowls
- v. Operating instructions

- C. Provide any other information deemed pertinent to the Offeror's ability to perform the services.

Tab 3: Product Testing

- A. An important component of the Proposal evaluation process is Product Testing. Each qualified Offeror shall, at no cost to the District, provide one sample equipment dispenser, a reasonable amount of product, and an operator/trainer for approximately two (2) hours, at a time and on a date to be established by SBAC. The operator/trainer will demonstrate the product mixing and dispensing process. The taste test will be conducted by SBAC.
- B. Taste, texture and visual appearance will be evaluated and scored by the PEC.

Tab 4: Qualifications and Experience

- A. Provide a brief company history, including years in business and markets served, servicing office location, stocking warehouse location, and number of qualified technicians available to service SBAC.
- B. Provide a copy of OSHA and USDA inspection reports for the past 12 months.
- C. Provide a list of any regulatory or license agency sanctions within the last five (5) years.
- D. Provide a copy of Offeror'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.
- E. Provide Offeror's process for handling product recalls.
- F. Provide any information if your company 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.
- G. Provide Offeror's implementation plan and schedule if awarded contract and how routine on-site visits would be handled for the purpose of evaluating product sales and operations.
- H. Provide information on product availability and delivery scheduling.
- I. Provide the names, job titles and experience of staff 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.
- J. Provide any other information deemed pertinent to this criterion.

Tab 5: References

- A. Provide a minimum of three (3) references, within the last three (3) years, for customers in comparable size and scope to SBAC. Public organizations are preferred. School Districts are highly desirable.
- B. References shall include the following information: organization name, address, and point of contact with title, email address and phone number; contract term and value; and number and type of machines.
- C. Provide any other information deemed pertinent to this criterion.

Tab 6: Electronic Ordering/Invoicing (EDI)

- A. Offerors shall accept EDI files for orders over a secure server. SBAC requires that an EDI file be exchanged over a secure server weekly for invoicing. Offerors shall explain how they will comply with this requirement.

Tab 7: Cost Proposal

- A. Product Prices – Attachment E

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 1-7 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
1.	<u>Cost Proposal</u> (Tab 8)	300
2.	<u>Product Testing</u> (Tab 4)	250
3.	<u>Product Offering and Equipment</u> (Tab 3)	200
4.	<u>Qualifications and Experience</u> (Tab 5)	150
5.	<u>Past Performance</u> (Tab 6)	100
5.	<u>Electronic Invoicing</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:

May 29, 2024	Issue Solicitation
June 6, 2024	Last Day for Offeror Questions (email to ryanln@gm.sbac.edu)
June 10, 2024	District Response via Addendum I (see Attachment E)
June 20, 2024	Proposals Due
July 16, 2024	Contract Award
August 1, 2024	Contract Start Date

ATTACHMENT C
SCOPE OF SERVICES AND SPECIAL CONDITIONS

SECTION 1 – INTRODUCTION AND SCOPE OF SERVICES

1. **Intent:** The intent of this solicitation is to establish a term contract with a qualified Offeror who will furnish all product and equipment necessary to dispense Frozen 100% fruit slushes to students at the school cafeterias listed on Attachment F. The successful Offeror will install, inspect, and service and maintain the dispensing equipment at each site. The successful Offeror will provide initial training to all cafeteria managers on product preparation and equipment use and cleaning. Additional training will be provided during the term of the contract as necessary. At the end of the contract, successful Offeror shall schedule and pickup all equipment. The cost of the services, equipment, and product described in this RFP will be a part of the product case price proposed by each Offeror in Attachment E. No other charges will be accepted or paid by SBAC.

During the term of the contract and any renewal period, SBAC may, at no additional cost:

1. Add a service site (ex. new school or cafeteria operation);
 2. Delete a service site;
 3. Add additional equipment to an existing service site.
2. **Demographics:** The annual contract value is estimated at \$50,000 per year. Actual sales volume will vary based. This information is provided as a guide to Offerors only. SBAC makes no guarantee, implied or otherwise, as to the volume of product that may or may not be ordered by participating sites during the term of the pending contract. SBAC will only pay for product ordered and delivered in accordance with the RFP.
 3. **Questions:** Any and all questions concerning this solicitation must be submitted in writing no later than June 6, 2024. Please direct all questions concerning this solicitation to Lauren Ryan, Purchasing Agent at 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. **Price Adjustment:** Prices offered shall remain firm and fixed through the first twelve (12) months of the initial three (3) year term of contract. The District may thereafter, in its sole discretion, make an equitable adjustment in the contract unit pricing at the beginning (anniversary date). Any price adjustment approved by the District shall: (A) be limited to only direct manufacturer generated price increases arising from escalating product ingredient and packaging components that may have occurred during the previous twelve (12) month period, and; (B) be comparable to price changes in other similar manufacturer products and industry related indices, and; (C) not exceed six percent (6%) of the contract unit Bid price, in effect at time of request, for any or all specified items, and; (D) remain firm during full term of contract or until such time as price adjustment process is repeated and approved by District.

To be considered for price increase, Bidder shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to the anniversary date of contract year, a written request accompanied with sufficient written documentation to support request including, but not limited to, manufacturer price increase letter(s) for the specified product(s), and a composite of applicable market indexes, and Producer Price Indexes (PPI) as published by the U.S. Department of Labor. It shall additionally be the responsibility of Bidder to report any manufacturer price reductions that may have occurred during current contract period.

The Purchasing Department shall correlate any price increase request and support documentation with current industry market trends, taking into consideration such factors as upward/downward pricing, market stability, and future market price projections. SBAC reserves the right to make sole and final determination to accept, reject, or negotiate any such request for unit price adjustment as proposed by Bidder. Any approved price increase shall be in the form of an amendment to the contract. Bidder shall accept and fill any product orders placed prior to the effective date of price increase at the unit price in effect at time of order placement.

7. **Contract Term/Renewal:** The base contract term is three (3) years, beginning on or about August 1, 2024 and ending June 30, 2027. 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.
8. **Communications:** The successful Offeror 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.
9. **Qualifications:** SBAC has established minimum Offeror qualifications and, at its sole discretion, may request the apparent successful Offeror to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. For consideration of award, each prospective Offeror shall meet the following criteria:
 - **Established Business:** Offeror shall be an established firm, licensed and insured, whose sole or primary business includes the provision of the products and services described herein Offeror shall have been continuously engaged in the specified services as the same legal entity for a minimum of three (03) consecutive years. Experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Offeror;
 - **Service:** Offeror shall currently have, and maintain for term of agreement, the necessary organization, facilities, equipment, supervisory capability, qualified personnel, and technical tools of the trade to ensure competent, prompt and efficient service on to all District sites;
 - **Accounting Practices:** Offeror shall have the ability to provide accurate, reliable and timely invoices, statements, and other data necessary as required by District. Specific billing requirements are delineated above;
 - **Financial Capacity:** Offeror shall be financially stable, be in good standing with creditors, and have resources necessary to maintain the organization, facilities, equipment, and personnel required in the performance of contract. Offeror may be required to provide financial statements and other information to demonstrate its financial and operational capabilities. All such information shall be in accordance with generally accepted accounting principles.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of apparent successful Offeror, and to make sole and final determination as to Offeror's compliance and capability in meeting the requirements of this RFP. It shall be the responsibility of Offeror to provide any further evidence and support documentation as deemed appropriate by District during the evaluation process within three (03) business days of request. In the event SBAC determines, in its opinion, that Offeror does not meet any of the RFP qualification requirements or have the ability or capacity to provide the services and/or products as required in this contract, the District may reject its Proposal.

- 10. Dispensing Equipment:** Shall be new or like-new, suitable for its intended use, and easily operated by trained staff. SBAC reserves the right to reject equipment if, in its sole discretion, its appearance and operation is not commensurate with new or like-new equipment. In these situations, the successful Offeror shall immediately provide an acceptable replacement machine at no additional cost within 72-hours of notice by SBAC.
- 11. Dispensing Equipment Maintenance, Service, and Repairs:** Offeror shall install, inspect, maintain, service, and repair dispensing equipment at no additional cost to SBAC. Offeror shall respond to equipment service calls within two (2) working hours and, if repair or service is needed, place a technician on-site within four (4) working hours of the problem call or at a time agreeable to the Cafeteria Manager. Dispensers that repeatedly fail will be removed and replaced by successful Offeror within 72-hours of notice by SBAC.
- 12. Omissions from the Specifications:** Reference Attachment A, “7. Silence of the Specifications”: In addition... The apparent silence of this specification on any details, or omissions from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial trade practices are to prevail and that all specified services are performed in an efficient and timely manner in compliance with District and industry standards, and all regulatory requirements. All interpretations of this contract shall be made upon the basis of this statement.
- 13. Subcontractors:** Reference Attachment A, “49. Subcontracts”: In addition... The Offeror shall be the sole source of contact for the contract. The District shall not subcontract any work under the contract to any other firm. If it is the intent of Offeror to subcontract any portion of this contract for any reason, it shall be the responsibility of Offeror to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Proposal.

The District shall evaluate proposed sub-tier contractor and reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the proper performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District.

Upon award of contract, should Offeror find it be necessary to subcontract any portion of work, it shall be the responsibility of Offeror seek and receive written approval from District Representative prior to commencement of and subcontracted services. It is understood that Offeror shall be totally responsible and liable for all actions and work performed by its subcontractors and actions of its subcontractors’ employees. The sub-tier contractor shall be equally responsible for meeting all specified requirements of this contract including maintaining all insurance as required herein.

- 14. Regulatory Compliance:** Reference Attachment A, “45. Regulatory Compliance”: In addition... Offeror shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the: State Requirements for Educational Facilities (SFEF); Florida Administrative Code; Florida Building Code; OSHA Safety Standards; and, the Environmental Protection Agency (EPA). Offeror shall comply with City of Gainesville Code of Ordinances Section 27-180. It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In addition, should there be a conflict between applicable regulations, the most stringent shall apply. Failure of Offeror to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.
- 15. Personnel Conduct:** Reference Attachment A, “40. Offeror Personnel”: In addition... Offeror’s personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Offeror’s personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address. Specifically, all personnel shall adhere to the following rules and regulations while onsite at any facility:

- Smoking and use of any tobacco products is prohibited;
- No personnel shall access any District records, files or documents at any time;
- No personnel shall be allowed in any area of the building other than the area of work responsibility or authorized break or office area without previous knowledge of the District Representative;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Offeror's personnel and verified by the District shall be billed to Offeror;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Offeror.
- Personnel shall not participate in or comment on "office gossip."

Violation of this provision may result in removal of individual from District site. Furthermore, Offeror may be prohibited from employing the individual in any impending work under this contract.

16. General Service Guidelines:

- a) General Supervision: Offeror shall be responsible to ensure that the products and services are being provided correctly and safely, and that progress is being made sufficient to meet the accepted implementation (beginning of the contract) and removal (end of the contract) schedule. Offeror shall work jointly and cooperatively to resolve product quality and equipment problems with the appropriate District authorities.

It shall be the sole responsibility of the Offeror to ensure that all RFP requirements being followed. Failure of SBAC to immediately reject any unsatisfactory product or equipment, service, maintenance, or repair shall not relieve the Offeror of any responsibilities specified herein.

- b) School Calendar: Each year, SBAC is closed for Thanksgiving, winter, and spring breaks, as well as customary holidays. Schools are open on a limited basis during the summer period. It shall be the responsibility of Offeror to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: www.sbac.edu
- c) Work Scheduling: All equipment service, maintenance, or repair work and product ordering and delivery shall be coordinated and scheduled with the designated Cafeteria Manager.
- d) Site Access: It shall be the responsibility of Offeror to coordinate site access with the designated Cafeteria Manager. While on site, Offeror shall conduct itself in such a manner as to minimize disruption to the normal operations of the site. For the safety of staff and students, Offeror is cautioned, if feasible, to avoid performing services during periods of peak student activity.
- e) Hours of Operation: All work shall ordinarily be performed during regular operating hours, Monday through Friday, approximately 6:00 a.m. to 1:30 p.m. All service sites shall normally be open for deliveries during morning (a.m.) hours at approximately 6:00 a.m. and all products must be delivered no later than 1:30 pm. The receiving hours may vary by site and shall be subject to any applicable restrictions established by Manager. The District prefers the deliveries be made as early as possible to avoid any disruption at meal serving times. Under no circumstances shall delivered product be left in unsecured areas prior to normal receiving hours.
- f) Equipment: Offeror shall have on hand at all times and in good working order such customary and necessary service, repair, and installation equipment, including vehicles, tools, and accessories of the trade necessary to adequately and efficiently service, repair, and maintain the dispensing equipment.
- g) Delivery Schedule: Each Manager, in consultation with Offeror Account Representative, shall be responsible for establishing delivery schedule at their respective locations. All delivery schedules shall be subject to review and final approval of FNS. The District reserves the right to increase service frequency at any service site should need arise. Prompt notification shall be given to Manager should there be any deviation or temporary change to delivery

schedule. Deliveries that are not in accordance with schedule may be refused at the discretion of Manager. Bidder shall have a contingency delivery plan in place in the event of service vehicle breakdown or other delay. The repeated failure to adhere to delivery schedule at one (1) or more service sites may be deemed as a default of contact.

- h) **Production Condition and Rejection:** All products shall be in prime condition at the time of delivery. Offeror shall agree to replace or accept the return, for full credit, any product with expired code date or otherwise found to be substandard in quality or packaging. The decision to replace or request credit shall be at the sole discretion of the Manager. All requests to replace or issue credit for substandard product shall be made within reasonable time after discovery.
- i) **Protection:** Offeror shall be responsible, while on SBAC property, for the protection of all facilities and utilities (underground or surface) against operations that may be hazardous and/or damaging to said facilities.
- j) **Property Damage:** All damage to or loss of public and/or private buildings and/or other property incurred as the result of Offeror operations shall be the responsibility of the Offeror to restore or replace. Should any public or private property be damaged or destroyed, the Offeror, at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within a reasonable length of time.
- k) **Cleaning up:** Offeror shall keep the premises and surrounding area free from accumulation of debris and trash related to the work at all times. Offeror shall be responsible to ensure frequent pick-up and proper disposal of all debris (rubbish, refuse, scrap materials, etc.) as a result of operations so that the work site presents a neat and orderly appearance at all times. Debris shall not be placed in dumpster at worksite. At completion of work, Offeror shall remove all work materials, tools, equipment, and surplus materials and shall leave work site in ready to use condition.

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. **Auditable Records:** 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. **Account Representatives:** The successful Offeror shall designate one (1) Account Representative who shall be responsible for assisting District with quality control, billing, and other service related issues.

Representative shall be knowledgeable of contract and be the liaison between the Offeror and SBAC on all matters pertaining thereof. Representative shall respond to all requests for assistance within twenty-four (24) hours of initial contact, and may be required to make periodic onsite visits upon request of FNS.

4. **Invoices:** Reference Attachment A, “42. Invoices”: In addition... Offeror shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. At a minimum, invoices shall contain sufficient information, as required by the District.

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

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

5. **Invoice Verification/Correction:** FNS shall verify and approve all invoices, and notify Offeror should a billing error be discovered. Offeror shall promptly resolve any and all billing discrepancies, and if acknowledged, issue a corrected invoice within three (3) business days of notification. Offeror may request additional time to investigate billing errors. In such case, resolution shall be accomplished no later than the next billing cycle. The repeated failure of Offeror to provide accurate, reliable and timely invoices may be deemed as default of contract.
6. **Payments:** 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.
7. **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 contract, 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.
8. **Termination:** Either SBAC or the successful Offeror can terminate this contract for cause or for convenience with a 30-day written notice. Following 30-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 30- 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.

9. **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.
10. **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 the successful Offeror must respond, in writing, within five (5) days of notification. Districts may request credits be issued for documented unusable purchased products.
11. **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.
12. **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.
13. **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.

- 14. 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.
- 15. 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.
- 16. 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 D
PRODUCT SPECIFICATIONS

Product (Pre-Mix)

Elementary, Middle and High Schools: 100% juice, which may include added sugar, fructose or artificial coloring or flavoring, but with no artificial sweetener added.

Successful Offeror may propose other fruit slush products during the term of the contract for evaluation by SBAC. Any such product shall conform to existing contract prices.

Product Labeling

All product shall be labeled in accordance with applicable local, state, and federal ordinances, statutes, and regulations.

Portion Sizes

Standard serving sizes depend on the grade level, but may include 4.5, 8.0, and 12 oz. servings.

School serving size depends on the 1 portion to 1 fruit equivalent measure.

ATTACHMENT E – FORM OF PROPOSAL
PRODUCT PRICES

Case prices shall include the product and services described above, as well as all shipping, overhead, profit, and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise, and payroll taxes, worker’s compensation, health and retirement benefits, bonuses, annual leave and holiday pay, and all other direct and indirect costs necessary to provide the product and services described in this RFP.

100% Juice (Natural) Case Price: _____

100% Juice Case Price: _____

Other product prices proposed for consideration by SBAC:

1. _____
2. _____
3. _____
4. _____
5. _____

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

Addendum 1: _____ (Initial here)

ATTACHMENT F –
PARTICIPATING SCHOOLS, ORDER VOLUME, EQUIPMENT REQUIREMENTS

# of 2-Bay Machines	School	Case per Year
1	Archer Community (Elementary)	5
2	Eastside High School	15
1	Parker Elementary	5
1	Lake Forest Elementary	5
2	Lincoln Middle	10
1	Littlewood Elementary	5
1	Meadowbrook Elementary	5
2	Oakview Middle	10
1	Talbot Elementary	5
1	Wiles Elementary	5
2	A. L. Mebane Middle	15
1	Alachua Elementary	5
1	Chiles Elementary	5
1	F.W. Buchholz High	8
1	Fort Clarke Middle	8
1	Gainesville High	10
1	Glen Springs Elementary	5
1	Hawthorne High	5
1	Hidden Oaks Elementary	5
1	High Springs Community School (Elementary and Middle)	10
1	Howard Bishop Middle	10
2	Idylwild Elementary	00
1	Irby Elementary	5
1	Joseph Williams Elementary	5
1	Loften High	5
1	M. K. Rawlings Elementary	5
1	Metcalfe Elementary	5
1	Newberry Elementary	5
1	Newberry High	5
1	Norton Elementary School	5
2	P.K. Yonge Dev. Research Sch. (Elem., Middle, and High)	15
2	Santa Fe High	10
1	Shell Elementary	5
1	Stephen Foster Elementary	5
1	Terwilliger Elementary	5
2	Westwood Middle	15