



INVITATION TO BID
Leon County School Board
Purchasing Department

Release Date: October 22, 2018
ITB No.: 5550-2019
ITB Title: Fresh Produce for Delivery to School Cafeterias
Contact: June Kail: kailj@leonschools.net
Phone: 850-488-1206

The Leon County School Board ("School Board") solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. This sealed bid must be submitted to The Leon County School Board, Purchasing Department, 3397 W. Tarpe St, Tallahassee, Florida 32303, no later than **2:00 P.M.** local time on **November 20, 2018** and plainly marked ITB No. **5550-2019**. Bids are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST - For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business and returned with the bid. **Failure to provide all requested documents may result in your proposal being declared non-responsive.**

- | | |
|---|---|
| <input type="checkbox"/> ITB – Bidder Acknowledgement Form | <input type="checkbox"/> Customer Reference (Exhibit D) |
| <input type="checkbox"/> Dispute Contact – pg. 6, item 23. | <input type="checkbox"/> Vendor Questionnaire (Exhibit E) |
| <input type="checkbox"/> Bid Proposal Form – pg. 18 - 34 | <input type="checkbox"/> Drug Free Workplace Certification (Exhibit F) |
| <input type="checkbox"/> Weekly Pricing Sheet (Exhibit K) available in Excel format at https://www.leonschools.net/Page/4411 | <input type="checkbox"/> Certification Regarding Debarment (Exhibit G) |
| <input type="checkbox"/> Conflict of Interest Certificate (Exhibit A) | <input type="checkbox"/> Sworn Statement / Jessica Lunsford Act (Exhibit H) |
| <input type="checkbox"/> Application for Vendor Status (Exhibit B) | <input type="checkbox"/> Affidavit For Claiming Local Purchasing Preference (Exhibit I) |
| <input type="checkbox"/> Request for Taxpayer ID Number & Certification (Exhibit C) | |

THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

| | | |
|---|---------------------------------------|---------------------|
| Authorized Representative's Name/Title | Authorized Representative's Signature | Date |
| Company's Name | Telephone Number | FAX Number |
| Address | City | State Zip Code |
| Area Representative | Telephone Number | FAX Number |
| Federal Employer's Identification Number (FEIN) | Email | |

Signature of Authorized Officer/Agent: _____ Typed or Printed Name _____
(Bid must be signed by an officer or employee having authority to legally bind the bidder)

I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

By signing and submitting this proposal, I certify that I am authorized to sign this bid for this vendor and further certify unconditional acceptance of the contents of this ITB, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Remove our name from this bid list only | <input type="checkbox"/> Insufficient time to respond to the ITB | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Keep our company on bid list for future bids | <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Product schedule would not permit us to perform |
| <input type="checkbox"/> We do not offer the product or service requested. | <input type="checkbox"/> Other _____ | |

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BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The School Board Purchasing office is open from 8:00 a.m. - 5:00 p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

| | |
|---------------------------------|---|
| Sealed Bid – DO NOT OPEN | Sealed Bid – DO NOT OPEN |
| Bid Title: | Fresh Produce for Delivery to School Cafeterias |
| Bid No.: | 5550-2019 |
| Bids Due: | November 20, 2018 @ 2:00 P.M. |
| From: | _____ |
| Address: | _____ _____ |
| Deliver To: | Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303 |
| Sealed Bid – DO NOT OPEN | Sealed Bid – DO NOT OPEN |

I. GENERAL TERMS AND CONDITIONS

1. INTRODUCTION. The purpose and intent of this Invitation to Bid (ITB) is to identify qualified vendors and secure firm pricing for the purchase and delivery of fresh produce to school cafeterias.

The Nutrition Services Dept. Central Office is located at 3397 W. Tharpe St., Tallahassee, FL 32303, main phone number - (850) 488-7426.

2. SCHOOL BOARD CONTACT: All questions for additional information regarding this ITB must be directed to the designated Purchasing Agent noted on the title page.

All contact and requests for clarifications should be submitted via e-mail to: kailj@leonschools.net no later than **November 6, 2018**. Responses will be distributed no later than **November 7, 2018**.

Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid

3. DEFINITIONS: The term "Bidder" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "School Board" refers to the School Board of Leon County, Florida.

4. BIDDER'S RESPONSIBILITY: It is the responsibility of the bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. ITB package and addenda as well as general information can be found at www.leonschools.net/Page/4411.

Before submitting their Bid, each bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request.

Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this ITB.

5. AWARD: In the event of contract award, this contract shall be awarded all or none to the responsible and responsive bidder whose bid is determined, at the sole discretion of the District, to provide the overall best solution, taking into consideration price, references, and other requirements as set forth in this ITB. The District reserves the right to use the second most responsive bidder in the event the original successful bidder of the ITB cannot fulfill their contract. Any or all award(s) made as a result of this ITB shall conform to applicable School Board Rules, State Board Rules and State of Florida Statutes.

Once bids are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting at www.leonschools.net/Page/4411 on or about **November 30, 2018** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in section 120.57 (3) , Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **December 11, 2018** meeting.

6. ORIGINAL AND RENEWAL TERM: The initial term of this contract will be for eighteen (18) months and will begin after School Board approval, on or about **January 1, 2019 – June 30, 2020**. All prices shall be firm for the term of the contract. The successful vendor agrees to this condition by signing its bid.

The award resulting from this ITB (or any portion thereof) has the option of being renewed for four (4) additional years through **June 30, 2024**, or extended for a period up to 180 days beyond the current term, including the final term, upon mutual agreement of both parties, under the same

terms and conditions as the original award. The School Board, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The School Board. The Bidder agrees to these conditions by signing its proposal

7. RESERVATION FOR REJECTION OR AWARD: The School Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The School Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the School Board.

8. CONTRACT: The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this ITB. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the School Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

9. FIRM OFFER: Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the School Board the services/products set forth in this ITB. Such offer shall be held open for a period of sixty (60) days from ITB opening date or until one of the bids has been awarded by the School Board.

10. CONFIDENTIALITY: Bidders shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.

11. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this BID will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all bidders in response to this BID will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain

12. AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT

To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically:

- A. Keep and maintain public records required by LCSB to perform the service.
- B. Upon request from LCSB's custodian of public records, provide LCSB 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 Agreement if Contractor does not transfer the records to LCSB.

- D. Upon completion of the Agreement, transfer, at no cost to LCSB, all public records in possession of the Contractor or keep and maintain public records required by LCSB to perform the service. If Contractor transfers all public records to LCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCSB, upon request of LCSB's custodian of public records, in a format that is compatible with the information technology systems of LCSB.
- E. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to LCSB.

PUBLIC RECORDS NOTICE

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT JERNIGANJ@LEONSCHOOLS.NET, (850)487-7363, 520 SOUTH APPLEYARD DRIVE, TALLAHASSEE, FLORIDA 32304.

13. USE OF OTHER CONTRACTS: The School Board reserve the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other City or County governmental agencies, any other School Board, any other Community College/State University system, any cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, If it is in the best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

14. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT: All bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

15. BID PREPARATION COSTS: Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this ITB.

16. BID BONDS AND PERFORMANCE BONDS: Bid bonds, when required shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidders. After Acceptance of a bid, the School Board will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

17. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement Form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The School Board is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder.

18. CLARIFICATIONS AND INTERPRETATIONS: The School Board reserves the right to allow for clarification of questionable entries, and for the bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the ITB Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at <http://www.leonschools.net/Domain/195>. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

19. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1.) administrative costs incurred by the School Board in association with the discharge of any subsequent award; (2.) alternative payment terms; (3.) Bidder's past performance. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School Board has sole discretion in determining testing and evaluation methods.

20. DEFAULT: In the event that the awarded bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.

21. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:

- A. WITH CAUSE:** In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is

subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. WITHOUT CAUSE: The School Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said Contract. The School Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. FUNDING OUT: Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. School Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Leon County, Florida of all further obligations in any way related to such equipment covered herein”.

22. TIE BID: According to FS 287.087, tie bid preference shall be awarded to Bidders with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both Bidders have a Drug Free Work Place, preference shall be awarded in the following order: Local Vendors as specified in School Board Policy 6450, SBE certified as specified in School Board Policy 6325. If both Bidders meet all requirements, according to standard purchasing practice, the Director of Purchasing will flip a coin to break the tie. Bidder's company name closest to the letter "A" will always be assigned heads in the coin toss.

23. DISPUTE: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties. In the event a dispute occurs, or a clarification of contract terms becomes necessary, ***please indicate your company representative for arbitration proceedings.***

Representative's Name: _____

Telephone Number: _____

Our School Board Representatives will be:

*Mrs. Opal McKinney-Williams
Ausley & McMullen
(850) 224-9115*

24. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the Bid or

Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed.

Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes and School Board Policy 6326. Failure to follow any other requirements in the bid protest procedures established by the School Board of Leon County, Florida shall constitute a waiver of all protest rights.

25. PROTESTS TO CONTRACT AWARD: The School Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website at www.leonschools.net/Domain/195. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this ITB, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that “the formal written protest shall state with particularity the facts and law upon which the protest is based.”

Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6326. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.

26. GOVERNING LAW AND VENUE: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

27. COMPLIANCE WITH STATE/FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies by signing the bid that the bidder and his/her principals are not

presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Director of Purchasing, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the School Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the Bidder.

28. COMPLIANCE WITH SCHOOL CODE: Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the School Board.

29. NONDISCRIMINATION NOTIFICATION AND CONTACT

INFORMATION: No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color, pregnancy or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Dr. Kathleen L. Rodgers
Equity Coordinator and Title IX Compliance Officer
Leon County School District
2757 West Pensacola Street
Tallahassee, Florida 32304
(850) 487-7306 / rogersk@leonschools.net

Deana McAllister, Labor and Relations
Equity Coordinator (Employees)
(850) 487-7207
mcallisterd@leonschools.net

A student or parent alleging discrimination as it relates to Section 504 of the Rehabilitation Act may contact:

Karin Gerold, 504 Specialist
(850) 487-7160
geroldk@leonschools.net

30. SBDO PROGRAM: The School Board established the Small Business Development Office to support innovative race and gender neutral strategies to promote qualified small business participation as specified in School Board Policy 6325.

31. LOCAL PREFERENCE: This ITB is subject to the local preference provisions as specified in School Board Policy 6450.

32. FLORIDA PREFERENCE: This ITB is subject to §287.084 Florida Statutes, which requires, among other things, the following: "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." Any bidder, regardless of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §287.084 Florida Statutes.

33. CHARTER SCHOOLS: Items or services awarded under this contract shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for purchases that may be made by Charter Schools.

II. LICENSURE, INSURANCE AND LIABILITY

1. OCCUPATIONAL LICENSE: The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

2. WORKER'S COMPENSATION: Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.

3. LIABILITY: Where bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a bid award, the bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

4. INSURANCE AND INDEMNIFICATION: This General Condition is **NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless bidder is entitled to sovereign immunity by action of the Florida Legislature.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

5. RISK OF LOSS: The bidder assumes the following risks: (1.) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2.) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3.) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the School Board, until such property has been delivered to the School Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to bidder until redelivery thereof to the School Board.

6. PUBLIC ENTITY CRIMES: Pursuant to Florida Statute 287.133 a Bidder, person, or affiliate who has been placed on the convicted Vendors list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

III. GOODS AND SERVICES

1. WARRANTY: All goods and services furnished by the bidder, relating to and pursuant to this ITB will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

2. PRICING: All pricing submitted will include all packaging, handling, shipping charges and delivery to any point within Leon County, Florida to a secure area or inside delivery. **The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes.**

3. PRICE ESCALATION: In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the bid item(s) if the following conditions occur:

- A. There is a verifiable price increase of the bid item(s) to the contract supplier.
- B. The contractor submits to the School Board, in writing, notification of price increases.
- C. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
- D. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the School Board to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the School Board is in acceptance of the new prices before processing any orders with the new costs.

4. QUANTITIES: Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this bid. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

5. MOST FAVORED CUSTOMER STATUS: The awarded bidder shall afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor

offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

6. TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and contractor's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

7. PURCHASING CARDS: The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The bidder, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third party payment, i.e. Pay pal will be considered.

8. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School Board upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

IV. BIDDER REQUIREMENTS

1. REFERENCES: Each Bidder is required to submit a list of three (3) customer references using the format on the attached "Customer Reference Form" Exhibit D. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references may result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.

2. LEVEL 2 SCREENING REQUIREMENTS: The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

Finger Printing and Background Check:

The bidder/contractor agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the Bidder/contractor providing any/all services as required herein. The Bidder/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to Bidder/contractor and its employees. Contractor agrees to indemnify and hold harmless

the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

Where: Leon County School Board –Safety & Security Department
2757 W. Pensacola St.
Tallahassee, Florida 32304

When: Monday-Friday
8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler @ 850-487-7293

LCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

3. RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If contractor has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board vendor I.D. badge. Contractor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.

4. IDENTIFICATION: All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.

5. CONTACT WITH STUDENTS: No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

6. WEAPONS AND FIREARMS: The School Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property and any setting that is under the control and supervision of the School Board as specified in School Board Policy 7217. Violations will be subject to the immediate termination of the contract.

7. SMOKING AND TOBACCO PRODUCTS: Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.

8. ATTIRE: Proper attire shall be worn at all times.

- A. Shirts shall be worn awhile on school property at all times. (No tank tops or undershirts will be permitted).
- B. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
- C. Proper shoes to insure the individual's safety shall be worn at all times.

9. INSPECTIONS AND TESTING: The School Board will have the right to inspect and test any of the goods or services covered by this ITB. All goods or services are subject to the School Board's inspection and

approval upon arrival or completion. If rejected, goods will be held for disposal at the bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the bidder from full responsibility for furnishing goods or services conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be submitted to the contractor for correction within ten (10) calendar days after submission of deficiencies to the contractor. An additional inspection of the goods or service may be conducted to insure corrective action was taken.

10. STOP WORK ORDER: The School Board may at any time, by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.

- A. Materials or work are not in conformance with applicable codes, standards, School Board specifications and/or accepted practices.
- B. The contractor's activities result in damage to School board property.
- C. The contractor's activities interfere with the normal operation of the facility.
- D. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the contractor's personnel have not received their Level II background clearances.
- E. Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.

11. SAFETY: The bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- A. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- B. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- C. The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- E. All debris shall be removed to an environmentally approved landfill or recycling center.

12. EMERGENCIES: In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor

13. DAMAGE TO SCHOOL BOARD OWNED PROPERTY: Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the School Board within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to The School Board's facilities or personal property therein.

14. SUBCONTRACTING: The awarded contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.

- A. The School Board, for work where the contractor(s) are requested to perform additional services, may allow subcontracting.
- B. Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of bid prices. The contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
- C. Failure by the contractor to have a subcontractor approved by the School Board will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
- D. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
- E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to LCSB Policy 2.021 and the Jessica Lunsford Act.

15. ON-CAMPUS DIRECTIVES

- A. Upon arrival and departure onto any School Board school campus, the contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- B. Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- C. All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board.
- D. The contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
- E. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by contractor to condition at least equal to that existing at the time of contractor's commencement of any project.
- F. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

16. BIDDER ACCESSIBILITY: The successful bidder shall provide a liable and responsible representative to be accessible by a Leon County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

17. CONTACT PERSON: The successful Bidder shall be notified of the name and phone number of the School Board contact person. Only the School Board contact person may authorize changes to the scope of work.

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V. SCOPE OF WORK AND INSTRUCTION TO BIDDERS

- A. INTRODUCTION:** The purpose of this ITB is to secure the best competitive prices for fresh, high-quality, seasonal and local produce and to establish a cost plus fixed fee per carton/case/unit contract for the direct delivery of fresh produce to Leon County School District cafeterias. Pricing periods are established in this document and while cost for the fresh produce may vary from price period to price period, the fixed fee is to remain the same..
- B. FARM-TO-SCHOOL : Definition:** Collaborative projects that connect schools and local farms to serve locally grown, healthy foods in K-12 school settings, improve student nutrition, educate students about food and health, and support local and regional farmers. Locally grown produce shall be identified and featured on the menu as often as economically and seasonally feasible. The Nutrition Services Department participates in the Farm-to-School program to encourage consumption of locally grown produce, to enhance the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy. Locally grown produce is defined as “seasonal produce grown in the State of Florida.”
- C. OPPORTUNITY BUYS:** This ITB will allow for opportunity buys from reputable, certified, local farmers due to seasonal volume, weather considerations, etc. **The District reserves the right to purchase directly from the farmer or cooperative in the event it is to the advantage of the district.** If product is purchased directly from the farmer or cooperative, the distributor may be asked to deliver the locally grown produce. Please specify delivery price for such items in the appropriate area on the bid proposal form. A zero delivery price is not acceptable.
- D. BUY AMERICAN:** As a participation sponsor in the USDA’s National School Lunch and School Breakfast Programs, the School Board of Leon County, Florida and the Nutrition Service Department 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. ***Awarded contractor must have in place a system of tracking product from origin and provide that information upon request to the Nutrition Service Department.***

Adherence to the local preference regulations surrounding National School Lunch Programs dictates Federal Buy American provisions, Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998, for domestically grown fruits and vegetables whenever possible. Economics for all Food Service operations dictate a reasonable relationship to price and quality when considering Market Prices and product origin. Additionally, orders for fresh fruits and vegetables shall meet guidelines for “Buy Local” from Florida Growers whenever possible and prices considered.

- E. FRESH FRUIT AND VEGETABLE PROGRAM (FFVP):** The Nutrition Service Department anticipates up to 5 schools awarded the USDA Fresh Fruit and Vegetable Grant Program (FFVP) and Leon County Schools will have a fresh fruit or vegetable snack for every child, three (3) times a week, for an estimated total of 3,000 servings per day. An increase variety of products will be necessary to introduce children to healthy options. Suggestions and recommendations from the awarded vendor on in-season “less common” domestic produce with competitive pricing will be necessary. Carambola (star fruit), jicama, bok choy, avocado, eggplant, and grapefruit are examples of product that may be purchased for this program in addition to the more traditional items. **(See Exhibit L for a complete list of possible items purchased under the FFVP Program)**
- F. ADDITION/DELETION OF PRODUCTS:** The District reserves the right to add or delete items from the awarded contractor’s product line and negotiate mutually agreeable pricing with the awarded contractor for any additional items.

- G. BIDDER QUALIFICATIONS:** Bids will only be considered from commercial distributors who meet the qualifications listed below. Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The District will determine whether the evidence of ability to perform is satisfactory and will make an award only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the Bidder to perform. The decision as to whether a Bidder meets the qualifications stated below is at the sole discretion of the District.
1. Bidder must be currently engaged in distributing commercial foods to the food service and/or retail trades.
 2. Bidder must have or have access to and utilize refrigerated warehouse facilities capable of holding temperatures at 35°, 50°, and 70° F.
 3. Bidder must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures at 45° F maximum while on delivery routes.
 4. Bidder must have or have access to an experienced produce buyer and a contract administrator who can serve as account manager on a day to day basis.
 5. Bidder shall submit three (3) commercial clients or school districts similar in size to LCSB using the Customer Reference Form in Exhibit D of this ITB. The District reserves the right to contact or visit these locations and/or customer in order to evaluate Bidder's qualifications.
 6. The awarded contractor must identify what products are available and will be purchased. The awarded contractor must purchase seasonal local produce to the maximum extent possible considering seasonality and quality, and provide this information to the District in a monthly report.
- H. FACILITIES INSPECTIONS:** The District reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded contractor has a regular, bona fide establishment that is presently a going concern and is likely to continue as such. Areas of evaluation by District representatives may include, but not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.
- I. APPLICABLE LAWS:** All products and deliveries must meet the Florida State Board of Health and Leon County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7 CFR21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).
- J. QUANTITIES/CONTRACT VALUE:** Quantities demonstrated on the Bid Proposal Form are estimates only and in no way obligate the School Board to purchase these amounts. Estimated figures represent a guideline for preparation of the vendor's bid and no guarantee is implied for the purchase of any quantities. Quantities may increase or decrease as conditions necessitate, based upon enrollment, participation or menu modifications.
- K. DELIVERY:** Items in this ITB are for delivery to listed school cafeterias within the Leon County School District. The awarded vendor shall deliver fresh produce to approximately 40 schools and Central Kitchen. Delivery of all products to the individual schools for each school year will be on a scheduled basis, as ordered by each cafeteria manager. The exact time and place of delivery for each school cafeteria shall be resolved on an individual basis with deliveries usually starting at in the early a.m. Successful vendor will be responsible for the freshness of all products when delivered and date stamped on cartons will be utilized to further substantiate freshness. See Exhibit N for a list of schools.

Vendor must accept delivery change by return email to the Nutrition Service Department. This document will become part of the contract agreement. Any future change in delivery frequency must also go through the same process. Access to Leon School District campuses will be Monday through Friday, with the exception of school holidays, partial or unscheduled closing days. When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day or the prior school day. This does not preclude the vendor or the cafeteria manager from making periodic adjustment requests for convenience of either party, providing both parties are in agreement.

Deliveries must be made in clean refrigerated trucks. Products must be delivered in good condition in clean dry cartons and crates. Contents must be free of damage, infestation and within proper temperature. Products must be maintained between 35 to 41 degrees Fahrenheit. The internal temperature of the delivery truck should not exceed 41 degrees Fahrenheit. Drivers must deliver products inside to pantry or cooler areas designated by the Food Service Manager at each school cafeteria. Drivers are not required to stow products on shelves, nor remove containers from master cartons. If an item is omitted from an order by the awarded vendor, or is delivered in unacceptable condition re-delivery must be made within 24 hours or at a longer time if approved by the Nutrition Service Department. If an extra delivery is required, due to District error, the awarded vendor may require a minimum order.

If for any reason item(s) ordered by a cafeteria manager cannot be delivered when requested, because of unavailability, awarded vendor should notify the Nutrition Service Department and the cafeteria manager at least one (1) day prior to scheduled delivery date and vendor should offer substitution options. All cafeteria managers will have up to three (3) days prior to delivery to add and/or cancel items.

Delivery personnel will be dressed appropriately with company identification clearly visible.

Drivers are not allowed to leave vehicles unattended with the engine on while on District property. Keys must be removed from the ignition while the driver is inside the building or unloading the truck. **Under no circumstances is product to be left unattended on a loading dock. All products must be delivered during a time when cafeteria staff is present. This also excludes leaving product with custodial, security staff, or any other non- cafeteria school staff.**

Awarded contractor is responsible for supplying all labor, materials, and equipment required for the delivery of items as directed, at the delivery locations.

All freight charges are to be prepaid by successful bidders and included in the bid price. Complete documentation of all charges must accompany each invoice for payment.

Breakdowns or delays that inhibit the vendor to satisfactorily ensure scheduled deliveries are the responsibility of the vendor. Immediate contact from the vendor to the affected Food Service locations shall indicate delivery delays or rescheduling. If delays create additional labor expense to the Food Service sites, caused by delay, the district(s) reserve the right to recover those additional expenses from the awarded vendor.

It is further agreed by all bidders signing this bid proposal that title to all items orders, remain with the vendor until received and accepted by the School District(s).

Deliveries shall be made once a week between the hours of 6:00 a.m. and 1:30 p.m. or as approved by the Cafeteria Managers. Any delivery frequency under once a week must be approved by the Nutrition Services Department and will be communicated to the vendor by email from the Nutrition Services Department.

- L. DELIVERY ACCURACY AND PRODUCT QUALITY:** Awarded Responder(s) is expected to make deliveries with a minimum of errors. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination of the contract. All fresh fruits and vegetables must be at the appropriate stage of ripeness for menu service and ready for preparation for consumption per the USDA Food Buying Guide. All produce must be delivered fresh, sanitary and in temperature-controlled condition. Whole produce must be US Fancy or US No. 1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available. Delivery of Best Used by Dates of less than 5 days is not acceptable unless preapproved as an Opportunity Buy by the School Food Services Department.
- M. ITEM SUBSTITUTION:** Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be included in weekly pricing and approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval**, from the School Food Services Office. All outages and substitutions must be submitted to the School Food Services Department a minimum of twenty-four (24) hours prior to delivery. Excessive occurrences of out-of-stock items may be cause for contract cancellation.
- N. PRICE LIST, INVOICES, STATEMENTS AND PAYMENTS.** Invoices for the purchase of food and nonfood supplies made for schools are to be paid by the Food Services Central Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions.
- O. PRICE LIST:** *On Tuesday of every week prior to the week of delivery, the vendor shall email or fax a price list for the upcoming week to the Nutrition Service Department using the weekly price sheet as shown in Exhibit K and available in Excel format at <https://www.leonschools.net/Page/4411>.*
- P. PRODUCT COST:** The term “product cost” means the cost of products delivered to the awarded contractor’s warehouse. Product cost must include, but not be limited to, all ancillary charges such as FOB, freight, pick-ups, split pack charges (labor and packaging), cooling or heating costs and brokerage fees. The awarded contractor must provide, if requested by the District, written confirmation(s) from shippers to verify initial cost.
- Q. BID PROPOSAL FORM:** Bidder shall list product distribution fee beside each product on the bid proposal form (pages 18-34). Your bid is your product cost, plus your Distribution Fee for each item. You must list the Distribution fee for all items. If the fee is \$0.00 on any pack size, list that.
- R. WEEKLY PRICE SHEET:** The pricing sheet shown in Exhibit K of this ITB is for the purpose of determining pricing at the time of the bid opening only. ***An Excel version of the pricing sheet is available on the district website at www.leonschools.net/Page/4411. Bidders should complete the pricing sheet and return a copy of it with their bid.***
- S. FARM-TO-SCHOOL PRICING:** Farm-to-School Program products and opportunity buys are to be priced as follows:
1. Products contracted by vendor directly with local farmer are to be priced in the same manner as all District purchases, vendor product cost, plus distribution fee.
 2. Products contracted by the District with a local farmer, with farmer delivering to successful bidders’ warehouse for vendor delivery to school cafeterias are to be priced/invoiced to the District directly by the locally contracted farmer. Awarded contractor will invoice the District for the distribution fees only.

T. DELIVERY TICKETS/INVOICES/CREDIT MEMOS: All invoices and credit memos must be submitted in duplicate and signed by the cafeteria manager or their authorized representative. The copies will be distributed as follows and contain the following information:

1. Two (2) copies left with the cafeteria manager or their authorized representative at the time of delivery.
2. One (1) copy retained by the awarded contractor.
3. The vendor shall provide on a monthly basis a spreadsheet or list summarizing the purchases for the week by item for all schools. The list shall contain the following information: school name, invoice number (s) item description, quantity (combined quantity for all schools), unit cost, and extended total.
4. All cancellations or merchandise returns must be recorded by the driver on all copies of the invoices or "pickup tickets" and these copies should be distributed as follows:
5. All credit memorandums necessitated by non-delivery items will be deleted from the total payment for that period, listed separately and supported by descriptive information.
6. Do not mail information to individual schools. Except for the school's copy of the invoices, all other information shall be mailed or emailed to the following:

Leon County School Board
Nutrition Service Accounting Office
3397 W. Tharpe St.
Tallahassee, FL 32303
moorsc@leonschools.net

U. REJECTION PROCEDURES: The District, cafeteria manager and cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this bid. For each delivery, cafeteria managers and/or cafeteria staff will have **24** hours to inspect and reject any product that does not meet the specifications of this bid. Rejected products are to be picked up and replaced promptly by the supplier, at no cost to the Leon County School District. The awarded contractor will promptly issue a credit memo for all rejected items that cannot be replaced. If the cafeteria manager and/or cafeteria staff fail to promptly inspect and/or accept supplies within **24** hours, the supplier will not be considered in non-compliance of the contract specification.

V. CONTRACTOR PERFORMANCE: Awarded contractor must maintain an acceptable level of performance throughout the term of the contract. Supplies transported in vehicles that are not sanitary and equipped to maintain prescribed temperatures may be rejected. The District reserves the right to inspect vendor vehicles and all operating plants and facilities. Whether the product meets current District standards will be solely determined by the Nutrition Services Department. If the awarded contractor is not able to perform the requirements of this agreement, or whose prices rise above an acceptable, competitive market range, or has significant dissatisfaction, will be grounds for termination of the contract.

Quality Control Reports are an internal tool used by school cafeteria managers to communicate to the Nutrition Services Department regarding service, quality of product, contamination, and so forth. Quality Control Reports addressing contamination or any other urgent issues must be responded to immediately by the awarded contractor, in writing.

W. FOOD SAFETY AND RECALLS: Ensuring the safety of the food supply is critical to the District. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:

1. Provide accurate and timely communication to LCSB regarding a food recall.
2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
3. Streamline the process for reimbursement for recalled product.

X. LIQUIDATED DAMAGES/FAILURE TO DELIVER: When the awarded supplier fails to deliver product on time to the school cafeteria and a substitute item needs to be purchased, the awarded supplier shall pay the Nutrition Service Department the price difference between the original bid price and the price of the substitute, if higher.

In the event that a school cafeteria manager fails to place orders for the required food item(s) with the awarded contractor within the established order/delivery standards the awarded contractor will not be considered in non-compliance with the contract terms.

If the awarded contractor is found in default of the contract, the Purchasing Department shall issue a notice letter that advises the awarded contractor that a recommendation may be made to the board to terminate the contract award and seek replacement from the second lowest responsive, responsible bidder. The letter shall state the reason for the action taken. Additionally, recommendation will be provided to the Board to remove the contractor from the vendor list for a period of two years.

Y. ADJUSTMENTS TO CONTRACT TERMS AND CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE: The School Board may, in its sole discretion, make an equitable adjustment in the contract term and/or pricing, if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the vendor's control.
2. The volatility affects the market place or industry, not just the particular vendor's source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the School Board. Requests for adjustments will not be considered more than once in a 180-day period.

Z. ACT OF GOD: Vendor shall have a plan for distribution of unused product in the event of an "Act of God", such as hurricane, etc., where the vendor would be expected to move as much ordered product as possible to its other customers in the event a school should have to be closed without notice. In the event the vendor's facilities are affected by an Act of God (i.e. hurricane, etc.) and the vendor cannot deliver when scheduled, vendor should notify the Food and Nutrition Services Department at their first opportunity so the District can make other arrangements for the effected period.

AA. DESIGNATED CONTACT: Awarded contractor shall appoint a person to act as a primary contact for the Nutrition Services Department. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and conditions of this bid.

BB. RECORDS: The awarded vendor must retain in an accessible manner, all records, including delivery invoices, price, and product cost records, utilization data and other pertinent information as may be relative to this contract for a period of five (5) years after fiscal year to which they pertain. Awarded vendor must receive Food and Nutrition Services Department approval prior to destruction of records.

CC. REPORTS: Price and utilization reports shall be maintained and provided by the awarded vendor. The perpetual utilization report shall provide, by line items, purchasing units, selling prices, and school delivery sites, as well as, for District lump sum. Utilization reports shall demonstrate unit (carton, pound, etc.), as well as, by dollars and be submitted on both monthly and year end.

The successful bidder is **required** to generate a custom report monthly (Excel Format preferred) that includes for a defined period of time, Origin/Grower name, location, and produce provided.

All questions pertaining to these general specifications should be submitted in writing to:

June Kail, Purchasing Director

3397 W. Tharpe St., Tallahassee, Florida, 32304

850-488-1206 kailj@leonschools.net



Bid Proposal Form

Bid No. 5550-2019 – FRESH PRODUCE FOR DIRECT DELIVERY TO SCHOOL CAFETERIAS

Vendor Acknowledgment and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print and sign below where required.

| | | | |
|--|---------------------------------------|------------|----------|
| Authorized Representative's Name/Title | Authorized Representative's Signature | Date | |
| Company's Name | Telephone Number | FAX Number | |
| Address | City | State | Zip Code |
| Area Representative | Telephone Number | FAX Number | |

| Item: | Est. Annual Qty: | Unit: | Description: | Distribution Fee: |
|-------|------------------|-------|--|--------------------------------------|
| 1. | 1,600 | case | <p>APPLE, GOLDEN DELICIOUS: Apples, fresh, Golden Delicious, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher, minimum 40 lb. case, 113 - 138 count per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 2. | 2,300 | case | <p>APPLE, RED DELICIOUS: Apples, fresh, Red Delicious, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher, minimum 40 lb. case, 113 - 138 count per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 3. | 1,000 | case | <p>APPLE, GRANNY SMITH: Apples, fresh, tart green apple. U.S. No. 1 or higher, minimum 113 - 138 count per 40 lb. case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 4. | 800 | bag | <p>BANANAS: Bananas, fresh, loose, approx.. 7", more yellow than green or green tips. 3 lb bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 5. | 2,300 | case | <p>BANANAS, PETITE: Bananas, fresh, loose, petite, more yellow than green or green tips. 150/case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 6. | 36 | bag | <p>BELL PEPPERS, GREEN: Peppers, fresh, green variety, medium to large size. U.S. No. 1 or higher. 3 lb bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 7. | 3 | bag | <p>BELL PEPPERS, RED: Peppers, fresh, red variety, medium to large size. U.S. No. 1 or higher. 3 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 8. | 200 | case | <p>BLUEBERRIES : Blueberries, fresh. U.S. No. 1 or higher. 12/1 pint.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 9. | 22 | bag | <p>BROCCOLI, CHOPPED : Broccoli florets, fresh cut, prepared from U.S. No. 1 or higher. 3 lb bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 10. | 224 | bag | <p>CABBAGE, GREEN : Cabbage, fresh, green variety. A firm well formed compact heart of leaves with max. 3-4 large outer leaves; minor soil deposits allowable on outer leaves only, clean cut stem free from foreign matter; crisp juicy leaves. Free from foreign and "off" smells or tastes. Cabbage must have a round to oval head. U.S. No. 1 or higher. 5 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 11. | 25 | bag | <p>CABBAGE, RED: Cabbage, red, fresh, must have dark red to purple outer leaf surfaces, white to cream flesh and heart. A firm well formed compact heart of leaves with max. 3-4 large outer leaves; minor soil deposits allowable on outer leaves only, clean cut stem free from foreign matter; crisp juicy leaves; slightly sweet flavor, free from foreign and "off" smells or tastes. Cabbage must have a round to oval head and should be heavy for size; no open or very white hearts. U.S. No. 1 or higher. 5 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 12. | 100 | case | <p>CANTALOUPE : Cantaloupe, fresh. U.S. No. 1. 12 count per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 13. | 25 | bag | <p>CARROTS, SHREDDED : Carrots, fresh, washed, shredded. U.S. No. 1 or higher. 5 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 14. | 2,500 | case | <p>CARROTS, BABY, SNACK PACK: Carrots, fresh, baby cut, peeled, washed and trimmed, ready-to-eat. U.S. No. 1 or higher. 100/2 oz. pouches/case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 15. | 10 | bag | <p>CARROT, STICKS: Carrot sticks, fresh, washed, gas permeable packaging, sulfite free, code-dated. U.S. No. 1 or higher. 5 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 16. | 5 | bag | <p>CELERY, STALKS: Celery stalks, fresh, washed, bunch, sleeve pack, 16" stalks. U.S. No. 1 or higher. 3 stalks per bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments</p> <p>:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 17. | 150 | case | <p>CELERY, STICKS, SNACK PACK: Celery, chopped, washed. U.S. No. 1 or higher. 2 oz. snack pack. 100 packs per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 18. | 5 | bag | <p>CELERY, STICKS: Celery sticks, fresh, washed, gas permeable packaging, code-dated. U.S. No. 1 or higher. 5 lb. bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 19. | 2,550 | bag | <p>COLLARD GREENS: Collard Greens, fresh, chopped, washed and bagged. Florida-Grown. Grade A. 5 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 20. | 300 | bag | <p>COLESLAW MIX: Coleslaw mix, fresh cut, washed, shredded or chopped, uniformly cut 1/8-1/4 inch, separate bags for carrots and cabbage, gas permeable packaging, code-dated. Packed 5 lb bag.</p> <p>Bag Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 21. | 1,000 | Case | <p>CORN, SWEET, COB: 5" or longer, shucked, US No. 1 or higher, Florida-Grown. 48 per case</p> <p>Case Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 22. | 2,500 | bag | <p>CUCUMBERS: Cucumbers, fresh, select. U.S. No. 1 or higher. 3 lb bag.</p> <p>Bag Pack Size_____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 23. | 15 | Case | <p>CUCUMBERS, KIRBY: Cucumbers, fresh, select. U.S. No. 1 or higher. 40 lb per case</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 24. | 10 | bunch | <p>DILL: Fresh, baby, 8 oz. per bunch</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 25. | 315 | case | <p>GRAPES, GREEN: Grapes, fresh, green, seedless. U.S. No. 1 or higher. 18 lb per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 26. | 315 | case | <p>GRAPES, RED: Grapes, fresh, red, seedless. U.S. No. 1 or higher. 18 lb per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 27. | 1,100 | bag | <p>GREEN BEANS: Green Beans fresh, washed and cut. U.S. No. 1 or higher. Florida grown. Packed in 7.5 lb. bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 28. | 100 | case | <p>HONEYDEW MELON: Honeydew melon, fresh. U.S. No. 1 or higher.</p> <p>6-8 count per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 29. | 750 | bunch | <p>KALE, CURLY : Kale, fresh, washed, free of dirt and bug damage, no visible scarring or decay on leaf or stems, no foreign odors, curly. Leaves must be curled and not wilted. Color must be deep bluish-green with no yellowing. U. S. No. 1 or higher. 1 bunch.</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 30. | 9 | bag | <p>KALE, TRIMMED: Kale, fresh, washed, free of dirt and bug damage, no visible scarring or decay on leaf or stems, no foreign odors, chopped. Leaves must be curled and not wilted. Color must be deep bluish-green with no yellowing. U. S. No. 1 or higher. 2 lb bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 31. | 100 | bag | <p>LEMONS :Lemons, fresh. U.S. No. 1 or higher, standard size. 12 per bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 32. | 9,000 | bag | <p>LETTUCE, ROMAINE, CHOPPED : Lettuce, romaine, fresh cut, washed, gas permeable packaging, vacuum packed, dated-coded, chopped. U.S. No. 1 or higher. 2 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 33. | 1,400 | bunch | <p>LETTUCE, ROMAINE , WHOLE LEAF, BUNCH: Lettuce, romaine, fresh, washed, head. U.S. No. 1 or higher. 1 bunch.</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 34. | 700 | bag | <p>LETTUCE, SHREDDED, ICEBERG: Lettuce, 100% iceberg, fresh cut, washed, shredded or chopped, 1/4" slice, gas permeable packaging, vacuum packed, date-coded. 5 lb bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 35. | 300 | bag | <p>LETTUCE, SPRING MIX : Lettuce, spring mix blend, fresh cut, washed. Product to be made with uniformly cut bite-sized pieces, sulfite-free, gas permeable packaging, vacuum packed, date-coded. 3 lb. bags.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 36. | 150 | case | <p>MUSHROOMS, CREMINI:</p> <p>Mushrooms, cremini, small to medium size. U.S. No. 1 or higher. Florida-Grown. 5 lb case</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 37. | 400 | case | <p>NECTARINES: Yellow flesh, size 64/70, U.S. No. 1 or higher. 25 lb case</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 38. | 60 | bag | <p>ONIONS, YELLOW: Onions, fresh, yellow variety, medium to jumbo size. U.S. No. 1 or higher. 3 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 39. | 10 | bag | <p>ONIONS, RED: Onions, fresh, red variety, medium to jumbo size. U.S. No. 1 or higher. 3 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 40. | 2,000 | case | <p>ORANGES: Oranges, fresh, Naval or Temple Valencia varieties, Eastern Oranges. U.S. No. 1 or higher. Packed minimum 125-138 count per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand</p> <p>_____</p> <p>Packed By</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

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| 41. | 125 | case | <p>PEARS : Pears, fresh, any summer or winter variety except Keiffer. U.S. No. 1 Grade standard. 120-150 count per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 42. | 650 | case | <p>PLUMS : Plums, fresh, purple/black in color. Color must exceed 90% of surface. Flesh, color must be amber, firm and not hard. Good sugar to acid ratio. Juicy with good flavor (sweet aromatic flesh) for variety. Free from foreign and "off" smells or tastes. Size 60/65, 2" diameter. U.S. No. 1 or higher. Approx. 140/case</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 43. | 115 | bag | <p>POTATOES, NEW RED : Potatoes, Red, fresh,. U.S. No. 1 or higher. Florida –Grown. Packed in 50 lb. bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>_____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee for</p> |

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| 44. | 30 | bag | <p>SPINACH, CELLO: Spinach, fresh, washed, cello packed, stemmed and washed, date-coded package. U.S. No. 1 or higher. 2.5 lb bag.</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 45. | 300 | case | <p>STRAWBERRIES: Strawberries, fresh. U.S. No. 1 or higher. Packed eight (8) pints per case.</p> <p>Case Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |
| 46. | 1,350 | bag | <p>TOMATOES: Tomatoes, fresh, vine ripened, medium to large size, ripens stage 5-6 (light red to red). U.S. No. 1 or higher. 3 lb bag</p> <p>Bag Pack Size _____</p> <p>_____</p> <p>Brand _____</p> <p>Packed By _____</p> <p>Comments:</p> | <p>_____</p> <p>Distribution Fee</p> |

| | | | | |
|-----|-------|-------|--|------------------------|
| 47. | 400 | pint | TOMATOES, CHERRY: Tomatoes, Cherry, fresh, ripeness stage 5 – 6 (light red to red). U.S. No. 1 or higher. One pint <hr/> Brand <hr/> Packed By Comments: | <hr/> Distribution Fee |
| 48. | 8,600 | pint | TOMATOES, GRAPE: Tomatoes, Grape, fresh, ripeness stage 5 - 6 (light red to red). U.S. No. 1 or higher. One pint <hr/> Brand <hr/> Packed By Comments: | <hr/> Distribution Fee |
| 49. | 700 | ea. | WATERMELON, SEEDLESS : Watermelon, fresh, whole, seedless. U.S. No. 1 or higher. Each. <hr/> Brand <hr/> Packed By Comments: | <hr/> Distribution Fee |
| 50. | | Misc. | OPPORTUNITY BUYS: from reputable, certified, local farmers due to seasonal volume, weather considerations, etc. | <hr/> Distribution Fee |

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

| | |
|---|------------------------------|
| _____ | _____ |
| <i>Signature</i> | <i>Company Name</i> |
| _____ | _____ |
| <i>Name of Official (Type or print)</i> | <i>Business Address</i> |
| | _____ |
| | <i>City, State, Zip Code</i> |

SECTION II

I hereby certify that the following named Leon County School Board official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

| Name | Title or Position | Date of Filing |
|-------------|--------------------------|-----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| | |
|---|------------------------------|
| _____ | _____ |
| <i>Signature</i> | <i>Company Name</i> |
| _____ | _____ |
| <i>Name of Official (Type or print)</i> | <i>Business Address</i> |
| | _____ |
| | <i>City, State, Zip Code</i> |



SUPERINTENDENT
Rocky Hanna

BOARD CHAIRMAN
Alva Swafford Striplin

LEON COUNTY SCHOOLS
2757 West Pensacola Street – Tallahassee, FL 32304-2998

FAX FORM TO: (850) 487-7869

BOARD VICE-CHAIR.
Maggie B. Lewis-Butler

BOARD MEMBERS
Dee Dee Rasmussen
Rosanne Wood
Georgia "Joy" Bowen

APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

NEW VENDOR
UPDATE

COMPANY NAME: _____

LEON CO. SCHOOLS EMPLOYEE?

CONTACT PERSON: _____

YES NO

PHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

CORRESPONDENCE ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

REMITTANCE: NAME (if different from above): _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

EMAIL ADDRESS: _____ WEBSITE: _____

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor S Corporation C Corporation Partnership
 Other _____ LLC – Type (Check one) C S P

TAX IDENTIFICATION NUMBER: _____ - _____ OR _____ - _____ - _____
Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

PLEASE INDICATE THE FOLLOWING: *Minority Vendor? Yes No Male Female

*If yes, certification required –
(Please submit with form)

Race: Caucasian: Hispanic: African American: Asian:
American Indian: Other: _____

By: _____
Signature Printed Name Date

LCSB site contact requesting vendor: _____
Name Phone/Email

EXHIBIT C

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

| | | | |
|---|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | | Requestor's name and address (optional) |
| | 6 City, state, and ZIP code | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | |
|--------------------------------|-----------|-----------|
| Social security number | | |
| [] | [] - [] | [] - [] |
| or | | |
| Employer identification number | | |
| [] | [] - [] | [] - [] |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT D



CUSTOMER REFERENCE FORM

Bid No. 5550-2019 – Fresh Produce for Delivery to School Cafeterias

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

EXHIBIT E



VENDOR QUESTIONNAIRE

Bid No. 5550-2019 – Fresh Produce for Delivery to School Cafeterias

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract?
 Yes No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?
 Yes No

3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?
 Yes No

4. Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
 Yes No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
 Yes No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
 Yes No

7. Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.
 Yes No

8. Within the next year, does Vendor plan any divestments? If so, explain by attachment.
 Yes No



DRUG FREE WORKPLACE

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program.

A business shall:

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) 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 bid, the employees 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.
- 5) 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR’S SIGNATURE: _____

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

1. 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.
2. 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 |
| Name(s) of Authorized Representative(s) | Title(s) of Authorized Representative(s) |
| Signature(s) | Date |

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 it 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

EXHIBIT H



SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Leon County, Florida (hereinafter "Board" or
"School Board") by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number (SSN)
of the individual signing this sworn statement and so indicate.

2. I, _____ am duly authorized to make this sworn statement
(Print individual's name and title)

on behalf of: _____

(Print name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act"
or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004)
for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school
district employees or contractual personnel who are permitted access on school grounds when students are present to
undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to
include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district
employees or contractual personnel who are permitted access on school grounds when students are present, who have
direct contact with students or who have access to or control of school funds must meet level 2 screening requirements
as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____ (eg. a charter bus company)
(Type of entity)
all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as
outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20_____

_____ is personally known to me OR produced identification

by showing _____
(Type of Identification)

Notary Public – State of _____ My commission expires on: _____

Signature of Notary Public

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT I

AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

Bid No. 5550-2019 – Fresh Produce for Delivery to School Cafeterias

Proposer/Bidder/Quoter/Supplier affirms that it is a local or adjacent county business as defined by Policy #6450 of Leon County Schools and the regulations thereto.

A Leon/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased. The vendor must have a physical business address, staffed by at least one (1) person, in the geographical boundaries of Leon County or in the adjacent counties of Gadsden, Jefferson, or Wakulla, Florida. The vendor, on a day-to-day basis, should provide to the School Board the needed goods and/or services substantially from the local business address. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Please complete the following in support of the self-certification:

Business Name: _____

Address: _____

_____ *Phone* _____ *Fax* _____ *Email*

County: _____ Length of time at this location: _____ # of employees at this location _____

Is your business certified as a small business through Leon County Schools? _____

_____ *Signature of Authorized Representative* _____ *Date*

State of FLORIDA
County of _____

Sworn to and subscribed before me, a Notary Public for the above State and County, on this _____ day of _____, 20 _____.

_____ *Notary Public* _____ *My Commission Expires*

EXHIBIT J

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid No. 5550-2019 – Fresh Produce for Delivery to School Cafeterias**.

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to **Section 768.28, Florida Statutes**. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. **Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
2. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
3. **Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**
4. **The School Board of Leon County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

1. The company must be:
 - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
 - b. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

2. With respect only to the Workers' Compensation insurance, the company must be:
 - a. authorized as a group self-insurer pursuant to Florida Statutes or
 - b. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Leon County School Board
Purchasing Department
Attn: June Kail, Director of Purchasing
3397 W. Tharpe St.
Tallahassee, Florida 32303**

**Leon County School Board
2757 W. Pensacola St.
Tallahassee, FL 32304**

The name and address of the Leon County School Board, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured". The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Heath at (850) 487-7113.

EXHIBIT K

SAMPLE WEEKLY PRICING SHEET

| Leon County Schools Nutrition Services - Produce Weekly Quote Sheet | | | | |
|--|-------------------------|---------------------|-------------------------|-------------------|
| Description | Vendor Pack Size | Product Cost | Distribution Fee | Total Cost |
| Apple, Golden Delicious | | | | \$ - |
| Apple, Red | | | | \$ - |
| Apple, Granny Smith | | | | \$ - |
| Bananas, Loose | | | | \$ - |
| Bananas, Petite | | | | \$ - |
| Blueberries | | | | \$ - |
| Broccoli, Chopped | | | | \$ - |
| Cabbage, Green | | | | \$ - |
| Cabbage, Red | | | | \$ - |
| Cantaloupe | | | | \$ - |
| Carrots, Shredded | | | | \$ - |
| Carrots, Baby, Snack Pack | | | | \$ - |
| Carrot, Sticks | | | | \$ - |
| Celery, Stalks | | | | \$ - |
| Celery, Sticks, Snack Pack | | | | \$ - |
| Celery, Sticks | | | | \$ - |
| Collard Greens, Chopped | | | | \$ - |
| Coleslaw Mix | | | | \$ - |
| Corn, Sweet, Cob | | | | \$ - |
| Cucumbers | | | | \$ - |
| Cucumbers, Kirby | | | | \$ - |
| Dill | | | | \$ - |
| Grapes, Green | | | | \$ - |
| Grapes, Red | | | | \$ - |
| Green Beans | | | | \$ - |
| Honeydew Melon | | | | \$ - |
| Kale, Curly | | | | \$ - |
| Kale, Trimmed | | | | \$ - |
| Lemons | | | | \$ - |
| Lettuce, Romaine, Chopped | | | | \$ - |
| Lettuce, Romaine, Whole Leaf | | | | \$ - |
| Lettuce, Green Leaf, Whole | | | | \$ - |
| Lettuce, Shredded, Iceberg | | | | \$ - |
| Lettuce, Spring Mix | | | | \$ - |
| Mushrooms, Cremini | | | | \$ - |
| Nectarines | | | | \$ - |
| Onions, Yellow | | | | \$ - |
| Onions, Red | | | | \$ - |
| Oranges | | | | \$ - |
| Peaches | | | | \$ - |

| | | | | | |
|----------------------|--|--|--|----|---|
| Pears | | | | \$ | - |
| Plums | | | | \$ | - |
| Potatoes, New Red | | | | \$ | - |
| Spinach, Cello | | | | \$ | - |
| Strawberries | | | | \$ | - |
| Squash, Butternut | | | | \$ | - |
| Tomatoes | | | | \$ | - |
| Tomatoes, Cherry | | | | \$ | - |
| Tomatoes, Grape | | | | \$ | - |
| Watermelon, Seedless | | | | \$ | - |

EXHIBIT L
FRESH FRUIT AND VEGETABLE PROGRAM (FFVP) LIST

| | | | |
|--------------------------|----------------------|-----------------------|---------------------------|
| Apples: | Cantaloupe, Whole | Mandarins: | Raspberries |
| Ambrosia | Cantaloupe Chunks* | Golden Nugget | Rutabaga Sticks* |
| Arkansas Black | Cape Gooseberries | Murcott | Slaw, Shredded |
| Braeburn | | | Spinach, Stemless |
| Cameo | Carrots: | Mango* | Spring Mix |
| Fuji | Coins | Muscadines* | |
| Gala | Tri-colored | Mushrooms, Sliced | Squash: |
| Granny Smith | | Nectarines | Yellow* |
| Honey Crisp | Cauliflower Florets* | | Zucchini |
| Jazz | Cauliflower Rainbow | Oranges: | Zucchini, Coins* |
| Macintosh | Celery Sticks | Sliced* | |
| Rome | Cherries | Blood | Starfruit |
| Jonagold | Clementines | Cara Cara | Tangelo* |
| Pink Lady | | Minneolas | |
| Apples and Grapes* | Corn: | Navel | Tangerines: |
| | Baby | Ortanique | Tangerines* |
| Apricots | Fresh | Pineapple | Fallglo |
| Asparagus * | Sweet* | Temple | Honey |
| Avocado | | Valencia | Royal |
| | Cucumbers: | | Sunburst |
| Bananas: | Mini | Papaya* | |
| Apple | Sliced, Coined | Passion Fruit | Tomatillo |
| Finger | | Peaches | |
| Manzanos | Edamame | | Tomato: |
| Red | Figs | Pears: | Yellow |
| Dragon | Grapefruit* | Asian | Cherry |
| Green | | Bartlett | |
| | Grapes: | Bos | Turnip Sticks* |
| Beans: | Green | Cactus | Ugli Fruit |
| Green* | Red* | Red | Watercress |
| Tipped String | Sapphire | Starkrimson | Watermelon Chunks* |
| Wax | | Comic | |
| | Guava: | | |
| Bell Peppers: | Mini | Peas: | |
| Green | Pink | Snow* | |
| Red | | Sugar Snap | *these items could |
| Yellow | Honeydew, Whole | | be requested as |
| Mini Tricolored | Honeydew Cubed* | Peppers, Sweet | pre-packaged, |
| | Kiwi | Persimmons | individual serving |
| Blackberries | Kiwi Golden | Pineapple* | snack packs |
| Blueberries | Kohlrabi | Plums | |
| Bok Choy * | Kumquats | Plums, Black | |
| Broccoflower | Lemons | Pluots | |
| Broccoli * | Lemons, Meyer | Potato, Sweet Sticks* | |
| Broccoli Florets | Limes | Potato, Sweet Whole | |
| Brussel Sprouts* | Mamey | Pummelo | |
| Butternut Squash Cubes * | Mandarinquats | Radishes | |

EXHIBIT M

**Procurement Policy Statement for
The School District of Leon County, Florida**

Introduction

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The intent of this statement is to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 7 CFR 210.21 and 7 CFR Part 3019 or by the State Agency.

Procurement Plan – Small Purchase Procedures (SPP)

The procurement method that shall govern all purchasing activities for this institution is called Small Purchase Procedures, “SPP.” This method of procurement is outlined in the National School Lunch Program regulations.

SPP shall be employed to procure all food service program related items that **do not exceed \$100,000 per year**, or per procurement event in aggregate purchases. If this threshold is exceeded or projected to be exceeded, then the sponsor shall use one of the other allowable methods which are: Competitive Sealed Bids, Competitive Negotiation (also called an RFP) or Noncompetitive Negotiation (also called Sole Source).

Note: The actual threshold for purchasing is the lesser of \$100,000 or the bid threshold established in the sponsor’s procurement policy.

The sponsor’s method of procurement recognizes these essential elements are required for this program to be in compliance with 7 CFR 210.21 and 7 CFR Part 3019.

- A. **COMPETITION:** We shall demonstrate our goods and services are procured in an openly competitive manner.
- B. **COMPARABILITY:** We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles.
- C. **DOCUMENTATION:** We shall maintain for the current year and the preceding three years all menus, production records, invitations to bid, bid results, and tabulations or any other significant materials that will serve to document our policies and procedures.
- D. **CODE OF CONDUCT:** This program shall be governed by the attached code of conduct and it shall apply to all personnel, employees, directors, agent, officers, volunteers or any person acting in any capacity concerning the food service procurement plan.
- E. **PROCUREMENT REVIEW PROCESS:** This procurement plan shall receive an internal program review on an annual basis by an independent second party staff person who is not associated with food service procurement. This review shall be summarized in written form and kept with the other required program documentation.
- F. **CONTRACT ADMINISTRATION:** Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file.

EXHIBIT N

| Address/Phone Listing of District School Sites | | | | | | |
|--|---|----------|--|-------------|--|----------|
| Cost Center | School Site | Phone | | Cost Center | School Site | Phone |
| 0441 | Apalachee Elementary 650 Trojan Trail, 32311 | 488-7110 | | 0401 | Astoria Park Elementary 2465 Atlas Road, 32303 | 488-4673 |
| 1181 | Bond Elementary 2204 Saxon Street, 32310 | 488-7676 | | 0521 | Buck Lake Elementary 1600 Pedrick Road, 32317 | 488-6133 |
| 1161 | Canopy Oaks Elementary 3250 Pointview Drive, 32303 | 488-3301 | | 0491 | Chaires Elementary 4774 Chaires Crossroads, 32317 | 878-8534 |
| 1202 | Conley Elementary School 2400 E. Orange Ave., 32311 | 414-5610 | | 0511 | DeSoto Trail Elementary 5200 Tredington Park Dr., 32309 | 488-4511 |
| 0561 | Ft. Braden K-8 15100 Blountstown Hwy, 32310 | 488-9374 | | 0381 | Gilchrist Elementary 1301 Timberlane Road, 32312 | 893-4310 |
| 0041 | Hartsfield Elementary 1414 Chowkeebin Nene, 32301 | 488-7322 | | 1131 | Hawks Rise Elementary 205 Meadow Ridge, 32312 | 487-4733 |
| 0481 | Killlearn Lakes Elementary 8037 Deerlake East, 32312 | 893-1265 | | 0421 | Moore Elementary 1706 Dempsey Mayo Rd, 32308 | 877-6158 |
| 0171 | Oak Ridge Elementary 4530 Shelfer Road, 32305 | 488-3124 | | 0311 | Pineview Elementary 2230 Lake Bradford Rd, 32310 | 488-2819 |
| 0231 | Riley Elementary 1400 Indiana Street, 32304 | 488-5840 | | 1171 | Roberts Elementary 5777 Centerville Road, 32309 | 488-0923 |
| 0091 | Ruediger Elementary 526 W. Tenth Ave., 32303 | 488-1074 | | 0071 | Sabal Palm Elementary 2813 Ridgeway Street, 32310 | 488-0167 |
| 0431 | Sealey Elementary 2815 Allen Road, 32312 | 488-5640 | | 0501 | Springwood Elementary 3801 Fred George Road, 32303 | 488-6225 |
| 0031 | Sullivan Elementary 927 Miccosukee Road, 32308 | 487-1216 | | 0131 | Woodville Elementary 9373 Woodville Highway, 32305 | 487-7043 |
| 0531 | Deerlake Middle 9902 Deerlake W., 32312 | 922-6545 | | 0032 | Cobb Middle 915 Hillcrest Ave., 32308 | 488-3364 |
| 0222 | Griffin Middle 800 Alabama St., 32304 | 488-8436 | | 0451 | Fairview Middle 3415 Zillah St., 32301 | 488-6880 |
| 0092 | Raa Middle 401 W. Tharpe St., 32303 | 488-6287 | | 1201 | Montford Middle School 5789 Pimlico Drive, 32309 | 922-6011 |
| 1141 | Chiles High 7200 Lawton Chiles Lane, 32312 | 488-1756 | | 0291 | Nims Middle 723 W. Orange Ave., 32310 | 488-5960 |
| 0021 | Leon High 550 E. Tennessee St., 32308 | 488-1971 | | 1151 | Swift Creek Middle 2100 Pedrick Rd., 32317 | 487-4868 |
| 0051 | Rickards High 3013 Jim Lee Road, 32301 | 488-1783 | | 0161 | Godby High 1717 W. Tharpe St., 32303 | 488-1325 |
| 0411 | Gretchen Everhart 2750 Mission Rd., 32304 | 488-5785 | | 1091 | Lincoln High 3838 Trojan Trail, 32311 | 487-2110 |
| 0191 | Ghazvini Learning Center 860 Blountstown Hwy., 32304 | 488-2087 | | 0204 | SAIL High 2006 Jackson Bluff Rd., 32304 | 488-2468 |
| | | | | 9612 | Central Kitchen 3397 West Tharpe St, 32303 | 488-7426 |